

tract Purchasers of Parcel A, William P. Monk, Land Planning and Zoning Consultant who prepared the site plan for this project, and Anthony G. Palaigos, Esquire, attorney for the Petitioners. Also in attendance were Jamie Gilbert of the Baltimore County Economic Development Commission, and Howard L. Alderman, Esquire. There were no Protestants present.

Testimony and evidence offered at the hearing revealed that the subject properties are adjoining parcels, consisting of a combined area of 3.333 acres, more or less, zoned B.M.-I.M. Both properties, identified as Parcels A and B on Petitioner's Exhibit 1, have been, or are currently in use as a printing/book manufacturing business, and are improved with a large one-story building. The Petitioners are desirous of combining the two operations, and thus, the requested variances and approval of a modified site plan are necessary.

By way of background, testimony revealed that United Book Press, Inc. (United) is a Maryland corporation which in 1990, began its operations as a tenant, leasing 30,000 sq.ft. of space on Parcel B as a book manufacturer, which is a permitted use. Ultimately, United's operation expanded into the remaining 20,000 sq.ft. of space on Parcel B. United is a fully integrated book manufacturer of soft cover and paperback books. As such, United does off-set printing, binding, sewing, folding, packaging and shipping of its book products to its customers. Testimony indicated that United purchased Parcel B, by Deed dated December 8, 1994, a copy of which was introduced into evidence. As noted above, Parcel B is improved with a one-story manufacturing facility, with combined office and manufacturing space of 51,302 sq.ft. There have been no additions made to the building and United has not enlarged the building into areas on Parcel B that could have been used for parking. The exterior dimensions of the building have

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remained the same since United has been occupying and using the land and buildings on Parcel B, both as a tenant originally, and subsequently, as Owner. Presently, 37 parking spaces are provided on Parcel B. There is a rear yard directly behind the building, however, it cannot be accessed by vehicle or utilized for parking due to its steep slope and topography. There is no other available space on Parcel B where additional parking spaces can be provided.

United has contracted to purchase Parcel A, and, pursuant to the contract of sale shown at the hearing, has the authority to pursue the relief requested in the Petition for Variance as it pertains to Parcel A. The current legal owners of Parcel A, present through Mr. Leroy E. Wolk, purchased what now consists of Parcel A, pursuant to two deeds; the first being a deed dated October 24, 1963 and the second, being the rear yard portion of Parcel A, by deed dated October 25, 1982. The Wolk Press Company built the existing building on Parcel A between 1963 and 1982 and used the facility as a book manufacturer in the areas of catalogs and brochures. That building is a one-story manufacturing facility consisting of approximately 35,430 sq.ft. There have been no additions or expansions made to the existing building since its completion in 1982. The only available parking on Parcel A are the 10 spaces located in front of the building.

The proposed use of Parcel A by United Book Press, Inc. is to expand into case bound and hard cover book manufacturing, thereby enabling United to be a fully integrated book manufacturer of both soft cover and hard cover books. The expanded use within the existing building on Parcel A will require the purchase and installation of additional and different

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equipment than what is in use on Parcel B, and the operation of such equipment to manufacture hard cover books is also labor intensive.

In support of the relief requested from Sections 233.3.B & C, testimony revealed that Mr. Dilli has been in the book manufacturing business for 40 years. Testimony indicated that the day shift of a fully integrated book manufacturer of soft cover and paperback books cannot operate efficiently with 25 persons or less. The operation is labor intensive and requires employees at all the various pieces of equipment necessary to compile these books, including, but not limited to, the presses, the bindery equipment, the folding equipment, the sewing equipment, etc. The limitation of 25 persons or less creates an undue hardship for this Petitioner because its application at the subject location would render it impossible to conduct its business as a fully integrated book manufacturer. Likewise, a fully integrated book manufacturer for hard cover books cannot operate with 25 persons or less who are directly engaged in the manufacturing process during the day shift, which would employ the most persons. Enforcement of the 25 person limit would create an undue hardship to the Petitioner, and would, in fact, prevent United from using Parcel A as a fully integrated hard cover book manufacturing facility, even though it is a permitted use.

The Petitioners have also requested a parking variance from Section 409.6.A.2 & 3. As is the case with Parcel B, the rear yard of Parcel A cannot be reached by vehicle and is totally unusable due to the steep slope and topography. There are no additional areas on Parcel A that can be used for parking and there has been no expansion into areas that could have been used for parking. In fact, parking spaces that were historically available for use by the owners of Parcel A have been lost

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due to the expiration of a lease, which expired March 31, 1996, after an original term of 15 years. A copy of this lease was introduced as Petitioner's Exhibit 3. This lease allowed the current owners of Parcel A to lease land that was contiguous with and adjacent to the eastern building line of the building on Parcel B for additional parking; however, the current owners of that land have refused to either lease or sell that portion of land to the owners of Parcel A.

Through the joint efforts and cooperation between United Book Press, Inc. and Baltimore County, there currently is available street parking on Whitehead Road and efforts are being undertaken, as of the date this Petition was filed, to expand that number of street spaces available for parking. There currently exists sufficient parking on both Parcels A and B to accommodate the employees and customers of United and the available 28 spaces on Whitehead Road are sufficient to accommodate any additional demand for parking by employees and customers. There will be no impact of any kind whatsoever on the residential community closest to Parcels A and B because there is a wooded buffer between that residential community and Whitehead Road, and there is no direct street access off of Whitehead Road into that residential community. Moreover, United has distributed and encouraged its employees to participate in Baltimore County's ride sharing program as evidenced by the introduction of Petitioner's Exhibit 6.

The testimony offered was uncontradicted and showed clearly that the conditions that exist and which justify the variance and modified plan are peculiar and unique to the land and existing buildings on Parcels A and B. Additionally, the proffered testimony showed that strict compliance with the B.C.Z.R. would unreasonably prevent the use of Parcels A and

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B by United as a fully integrated book manufacturer, which is a permitted use under the existing zoning classifications, thereby resulting in practical difficulty to the Petitioner with regard to the parking requirements, and an undue hardship with regard to the maximum number of persons engaged in the manufacturing process during the peak, day shift. It is clear that the relief requested is the minimum relief necessary to grant substantial justice to the Petitioner as well as other property owners in the district, and is within the spirit and intent of the B.C.Z.R.

Based upon the testimony and evidence presented, it is apparent that the requested relief is necessary as a result of the size and shape of Parcels A and B as recorded and the nature of the existing and proposed use of Parcels A and B. The B.C.Z.R., specifically, Section 307.1 thereof, established a two-step process for the granting of variances. That two-step process was addressed and identified by the Court of Special Appeals in the case of Cromwell v. Ward, 102 Md. App. 691 (1995). The opinion in that case, issued January 4, 1995, and authored by the Honorable J. Cathell, interpreted our regulations to require the applicant to establish the following:

First, the applicant (Petitioner) must prove, and this Deputy Zoning Commissioner must find, that the "uniqueness and peculiarity of the subject property causes the zoning provision to impact disproportionately upon that property".

I find from the testimony and evidence presented in this case that the subject properties are unique, unusual and different from properties which surround them so as to cause the applicable zoning provisions to impact disproportionately upon both Parcels A and B.

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Having satisfied this "first step", the applicant (Petitioner) must proceed to the "second step" of this variance process, which is to show that strict compliance with the B.C.Z.R. would result in a practical difficulty or unreasonable hardship.

The practical difficulty or unreasonable hardship guidelines that have been imposed by the B.C.Z.R. have been thoroughly examined and discussed by the appellate courts of this State. In Loyola Federal Savings & Loan Association v. Buschman, 227 Md. 243, 176 A.2d, 355 (1961), the Court of Appeals considered the identical regulation to Section 307.1 of the B.C.Z.R.

As the Court noted: "Section 307 of the Regulations uses the two terms (practical difficulty or unreasonable hardship) in the disjunctive." Loyola Federal, at 358. Thus, by the use of the term "or", Section 307 offers the Petitioner an opportunity to obtain its variance upon satisfaction of either the undue hardship or practical difficulty standard.

The distinction between these standards was clarified by the Court of Special Appeals in Anderson v. Board of Appeals, Town of Chesapeake Beach, 22 Md. App. 28, 322 A.2d, 220 (1974). Within that opinion, the Court held that the undue hardship standard applies to a Petition for a use variance. The Court noted that a use variance, which permits a use on the property other than that specifically permitted in that particular district, requires the imposition of a higher standard. That is, to allow the change or demonstrate real hardship, where the land cannot allow a reasonable return if used only in accordance with the use restrictions of the ordinance.

Compared with this heavy burden, the Court reviewed the practical difficulty standard applicable for area variances. The Court characterized

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area variances as having a much less drastic affect than use variances, in that they seek relief only from height, area, setback or side property line restrictions, and would not affect the property's use, per se. The Court envisioned the impact of area variances on the surrounding locale to be less than that generated by use variances, and thus, the lesser practical difficulty standard applies. The prongs of that standard which must be satisfied by the Petitioner, as enunciated in Anderson, supra, are as follows:

- 1) whether compliance with the strict letter of restrictions governing area setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome;
- 2) whether a grant of the variance applied for would do substantial justice to the applicant as well as to other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners; and,
- 3) whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 22 Md. App. 28 (1974). See, also, McLean v. Soley, 270 Md. 208 (1973) at 214-215.

I find from the testimony and evidence presented at the hearing before me that the Petitioner has, in fact, proven the practical difficulty standards as set forth above, and that the variances requested should be granted. I also find from the testimony and evidence presented before me that the Petitioner has in fact proven that the requirements set forth in Section 233.3.B of the B.C.Z.R. creates an undue hardship on the Petitioner and that the modified plan should be approved. I further find that the granting of these variances and the approval of the modified plan is in

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By

strict harmony with the spirit and intent of the B.C.Z.R. and the granting of this relief is accomplished without injury to the public health, safety or general welfare.

Pursuant to the advertisement, posting of the properties and public hearing on this Petition held, and for the reasons set forth above, the relief requested should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 17th day of July, 1996 that the Petition for Variance seeking relief from Section 233.3.B and 233.3.C to permit 30 and 55 manufacturing employees per establishment in Parcel A and Parcel B, respectively, in lieu of the maximum 25 per establishment, and to approve a modified plan, and from Section 409.6.A.2 and 3 to permit 47 parking spaces for both parcels combined in lieu of the required 56, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restriction:

1) The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30-day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the relief granted herein shall be rescinded.


TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

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Date

By

Baltimore County Government
Zoning Commissioner
Office of Planning and Zoning



Suite 112 Courthouse
400 Washington Avenue
Towson, MD 21204

(410) 887-4386

July 18, 1996

Anthony P. Palaigos, Esquire
Blum, Yumkas, Mailman, Gutman & Denick
1200 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201-2914

RE: PETITION FOR VARIANCE
S/S Whitehead Road, 530' W of Woodlawn Drive
(1807 & 1815 Whitehead Road)
1st Election District - 2nd Councilmanic District
Leroy E. Wolk, et al - Owners; and
United Book Press, Inc., Contract Purchasers
Case No. 96-477-A

Dear Mr. Palaigos:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Variance has been granted in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in cursive script, reading "Timothy M. Kotroco".

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

cc: Mr. George Dilli, President, United Book Press, Inc.
1807 Whitehead Road, Baltimore, Md. 21207

Mr. William P. Monk
222 Bosley Avenue, Suite C-6, Towson, Md. 21204

Mr. Jamie Gilbert, Economic Development Commission
People's Counsel; Case File

MICROFILMED

487



Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at

96-477-A

1807 & 1815 WHITEHEAD ROAD

which is presently zoned

BM-1M

This Petition shall be filed with the Office of Zoning Administration & Development Management.

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s) SECTION 233.3 B & 233.3 C TO PERMIT 30 AND 55 MANUFACTURING EMPLOYEES PER ESTABLISHMENT IN PARCEL A AND PARCEL B RESPECTIVELY IN LIEU OF THE MAXIMUM OF 25 PER ESTABLISHMENT AND TO APPROVE A MODIFIED PLAN.

SECTION 409.6 A 2&3 TO PERMIT 47 PARKING SPACES FOR BOTH PARCELS COMBINED IN LIEU OF THE REQUIRED 56.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (indicate hardship or practical difficulty)

THE LABOR INTENSIVE NATURE OF THE PRINTING OPERATINS REQUIRE ADDITIONAL SKILLED EMPLOYEES ALTHOUGH NO BUILDING EXPANSION IS PROPOSED.

THE EXISTING SITE IMPROVEMENTS (BUILDINGS AND PARKING AREAS) PROHIBITS ANY FURTHER EXPANSION OF THE PARKING AREAS.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

CONTRACT PURCHASER PARCEL A
LEGAL OWNER OF PARCEL B

~~Contract Purchaser/Lessee:~~

UNITED BOOK PRESS, INC.

(Type or Print Name)

Signature

1807 WHITEHEAD ROAD

Address

BALTIMORE

City

MARYLAND

State

21207

Zipcode

Attorney for Petitioner.

ANTHONY P. PALAIGOS

(Type or Print Name)

Signature

2 HOPKINS PLAZA, 385-4027

Address

Phone No.

BALTIMORE

City

MARYLAND

State

21201

Zipcode

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner(s) OF PARCEL A

LEROY E. WOLK & DANIEL KATZ, SURVIVING PARTNERS OF LSD PARTNERSHIP

(Type or Print Name)

LEROY E. WOLK, STANFORD G. GANN, ANDREW SANDLER, SIDNEY LEVIN TRUSTEES UNDER WILLS OF DOROTHEA F. WOLK & SEYMOUR WOLK

(Type or Print Name)

Signature

2 HOPKINS PLAZA

Address

539-3700

Phone No

SUITE 900, BALTIMORE MD

City

State

21201

Zipcode

Name, Address and phone number of representative to be contacted.

STANFORD G. GANN, ESQUIRE

Name

2 HOPKINS PLAZA, SUITE 900

Address

539-3700

Phone No.

BALTIMORE, MD 21201

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

unavailable for Hearing

the following dates

Next Two Months

ALL

OTHER

REVIEWED BY:

DATE



Printed with Soybean Ink
on Recycled Paper

Zoning Administration

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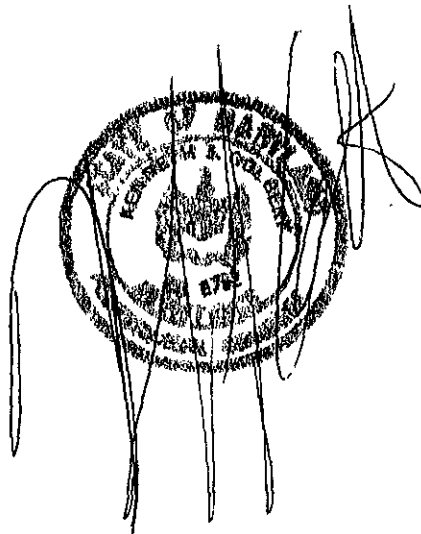
487

ZONING DESCRIPTION
UNITED BOOK PRESS
1807 - 1815 WHITEHEAD ROAD
1ST ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

96-477-A

BEGINNING FOR THE SAME ON THE SOUTHERNMOST RIGHT OF WAY LINE OF WHITEHEAD ROAD (70 FEET WIDE), SAID POINT BEING 530 FEET +/- WEST OF THE INTERSECTION OF WHITEHEAD ROAD AND WOODLAWN DRIVE. THENCE DEPARTING SAID POINT SO FIXED AND BINDING ON SAID SOUTHERLY RIGHT OF WAY LINE AND RUNNING (1) WESTERLY BY A LINE CURVING TO THE LEFT WITH A RADIUS OF 1200.00 FEET FOR A DISTANCE OF 158.55 FEET. (2) SOUTH 60 DEGREES 34 MINUTES 02 SECONDS WEST 252.96 FEET. (3) SOUTHWESTERLY BY A LINE CURVING TO THE LEFT WITH A RADIUS OF 630.00 FEET, FOR A DISTANCE OF 47.04 FEET; LEAVING SAID RIGHT OF WAY LINE AND RUNNING (4) SOUTH 33 DEGREES 42 MINUTES 40 SECONDS EAST 339.87 FEET AND (5) NORTH 60 DEGREES 34 MINUTES 02 SECONDS EAST 211.40 FEET. (6) NORTH 67 DEGREES 34 MINUTES 49 SECONDS EAST 265.63 FEET. (7) NORTH 25 DEGREES 29 MINUTES 34 SECONDS WEST 55.00 FEET. (8) SOUTH 76 DEGREES 45 MINUTES 37 SECONDS WEST 130.12 FEET. (9) NORTH 13 DEGREES 14 MINUTES 23 SECONDS WEST 282.72 FEET TO THE PLACE OF BEGINNING.

CONTAINING 3.333 ACRES OF LAND MORE OR LESS.



CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District 1ST

96-497-H

Posted for: Verano

Date of Posting 6/21/96

Petitioner:

Erny Wolff-Raziel Katz - 150 Parkhurst - Wm & Bechtel Pass

Location of property:

1807 TIGB - Wm & Bechtel Pass

Location of Sign:

Facing roadway on property being zoned

Remarks:

Posted by

[Signature]
Signature

Number of Signs: 1

Date of return:

6/28/96

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NOTICE OF HEARINGS

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing on the property identified herein in Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204, of Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

Case: 95-477-A
(Item 457)

1817 and 1815 Whitehead Road

SS Whitehead Road, 530' +/- W of Woodlawn Drive

1st Election District

2nd Councilmanic

Legal Owner(s):

Parcel A - Larry E Wolk and Daniel Katz, Surviving Partners of LSD Partnership, Parcel B - United Book Press, Inc.

Contract Purchaser: Parcel A - United Book Press

Variance: to permit 30 and 55 manufacturing employees per establishment in Parcel A and Parcel B respectively in lieu of the maximum of 25 per establishment and to approve a modified plan; to permit 47 parking spaces for both parcel combined in lieu of the required 55.

Hearing: Tuesday, July 9, 1996 at 2:00 p.m. in Rm. 118, Old Courthouse.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Call 867-3353.

(2) For information concerning the File and/or Hearing, Please Call 867-3351.

6/19/96 June 20 C61198

CERTIFICATE OF PUBLICATION

TOWSON, MD., 6/20, 1996

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 6/20, 1996.

THE JEFFERSONIAN,

A. H. Erickson
LEGAL AD. - TOWSON

BALTIMORE COUNTY, MARYLAND
OFFICE OF FIN/ - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No.

20065

6/7/47 JLL
#487

DATE

6/7/76

ACCOUNT

R0016150

96-477-A

AMOUNT

\$ 285.00

RECEIVED
FROM:

UNITED BOOK PRESS

1807-1815 WHITEHEAD RD.
~~1807-1815 WHITEHEAD RD.~~

MICROFILMED

FOR:

ZAVINIF VARIANCE FILING
1 SIGN POSTING

03A91#0133MICRC

\$285.00

BA COLL#31AND6-07-76

DISTRIBUTION
WHITE - CASHIER

PINK - AGENCY

VALIDATION OR SIGNATURE OF CASHIER
YELLOW - CUSTOMER



111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County Zoning Regulations require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for posting and advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements.

PAYMENT WILL BE MADE AS FOLLOWS:

- 1) Posting fees will be assessed and paid to this office at the time of filing.
- 2) Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

ARNOLD JABLON, DIRECTOR

For newspaper advertising:

Item No.: 487

Petitioner: UNITED BOOK PRESS INC

Location: 1807-1815 WHITEHEAD ROAD

PLEASE FORWARD ADVERTISING BILL TO:

NAME: GEORGE DIAM

ADDRESS: 1807 WHITEHEAD ROAD

BALTIMORE, MD 21207

PHONE NUMBER: 944-4044

AJ:ggs

(Revised 04/09/93)

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NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.

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TO: PUTUXENT PUBLISHING COMPANY
June 20, 1996 Issue - Jeffersonian

Please forward billing to:

George Dilli
1807 Whitehead Road
Baltimore, MD 21207
944-4044

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in
Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204
or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 96-477-A (Item 487)
1807 and 1815 Whitehead Road
S/S Whitehead Road, 530'+/- W of Woodlawn Drive
1st Election District - 2nd Councilmanic
Legal Owner(s): Parcel A - Leroy E. Wolk and Daniel Katz, Surviving Partners of LSD Partnership
Parcel B - United Book Press, Inc.
Contract Purchaser: Parcel A - United Book Press

Variance to permit 30 and 55 manufacturing employees per establishment in Parcel A and Parcel B respectively in lieu of the maximum of 25 per establishment and to approve a modified plan; to permit 47 parking spaces for both parcel combined in lieu of the required 56.

HEARING: TUESDAY, JULY 9, 1996 at 2:00 p.m. in Room 118, Old Courthouse.

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.

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Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

June 14, 1996

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in
Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204
or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 96-477-A (Item 487)
1807 and 1815 Whitehead Road
S/S Whitehead Road, 530' +/- W of Woodlawn Drive
1st Election District - 2nd Councilmanic
Legal Owner(s): Parcel A - Leroy E. Wolk and Daniel Katz, Surviving Partners of LSD Partnership
Parcel B - United Book Press, Inc.
Contract Purchaser: Parcel A - United Book Press

Variance to permit 30 and 55 manufacturing employees per establishment in Parcel A and Parcel B respectively in lieu of the maximum of 25 per establishment and to approve a modified plan; to permit 47 parking spaces for both parcel combined in lieu of the required 56.

HEARING: TUESDAY, JULY 9, 1996 at 2:00 p.m. in Room 118, Old Courthouse.

A handwritten signature in black ink, appearing to read "Arnold Jablon".

Arnold Jablon
Director

cc: Leroy Wolk and Daniel Katz
Stanford G. Gann, Esq.
United Book Press, Inc.
Anthony P. Palaigos, Esq.

NOTES: (1) ZONING SIGN & POST MUST BE RETURNED TO RM. 104, 111 W. CHESAPEAKE AVENUE ON THE HEARING DATE.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.

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Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 3, 1996

Anthony P. Palaigos, Esquire
2 Hopkins Plaza
Baltimore, MD 21201

RE: Item No.: 487
Case No.: 96-477-A
Petitioner: Leroy E. Wolk


Dear Mr. Palaigos:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on June 4, 1996.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (887-3391).

Sincerely,


W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)

MICROFILMED



BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director, PDM

DATE: June 20, 1996

FROM: Arnold F. "Pat" Keller, III, Director, OP

SUBJECT: 1807 & 1815 Whitehead Road

INFORMATION:

Item Number: 487

Petitioner: United Book Press, Inc.

Property Size: _____

Zoning: BM-IM

Requested Action: _____

Hearing Date: _____ / _____ / _____

SUMMARY OF RECOMMENDATIONS:

The subject property is located in an area designated "Employment Center" by the Baltimore County Growth Management Map adopted by Baltimore County Planning Board on June 15, 1995.

The Baltimore County Master Plan 1989-2000 growth management policy suggests that in Employment Centers, we should "promote higher intensity new development and redevelopment of older areas instead of rezoning new areas."

The Office of Planning supports the petitioner's requested variances to allow 30 and 55 manufacturing employees per establishment in parcel A and parcel B, respectively, in lieu of the maximum of 25 employees per establishment.

The Office of Planning, however, suggests that the petitioner contact the individual listed below in order to discuss possible mitigation of the requested variances via ride share efforts and public transportation:

Patsy Brewer, Rideshare Coordinator
Baltimore County Department of Public Works
401 Bosley Avenue
Towson, Maryland 21204
Phone - (410) 887-3554
Fax - (410) 887-5784

Prepared by: Jeffrey W. Long

Division Chief: Gary L. Kerns

PK/JL/lw
ITEM487/PZONE/ZAC1

RECEIVED

B A L T I M O R E C O U N T Y, M A R Y L A N D

I N T E R O F F I C E C O R R E S P O N D E N C E

TO: Arnold Jablon, Director
 Department of Permits & Development
 Management

Date: June 21, 1996

FROM: Robert W. Bowling, Chief
 Development Plans Review Division

SUBJECT: Zoning Advisory Committee Meeting
 for June 24, 1996
 Item No. 487

 The Development Plans Review Division has reviewed the subject zoning item. The "angled" parking arrangement is not acceptable and should be modified.

RWB:jrb

cc: File

ZONE14C

[Handwritten signature/initials]



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

6-18-96

Ms. Joyce Watson
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 487 (JLL)

Dear Ms. Watson:

This office has reviewed the referenced plan and we have no objection to approval as the development does not access a State roadway and is not effected by any State Highway Administration projects.

Please contact Bob Small at 410-545-5581 if you have any questions. Thank you for the opportunity to review this plan.

Very truly yours,

for *Bob Small*
Ronald Burns, Chief
Engineering Access Permits
Division

BS

MICROFILMED

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT
INTER-OFFICE CORRESPONDENCE

TO: PDM / Roslyn Eubanks
FROM: R. Bruce Seeley
Permits and Development Review
DEPRM

DATE: 6/14/96

SUBJECT: Zoning Advisory Committee
Meeting Date: Jun 17

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s: 483
484
485
486
487
488
489

RBS:sp

BRUCE2/DEPRM/TXTSBP

MICROFILMED

Baltimore County Government
Fire Department



700 East Joppa Road
Towson, MD 21286-5500

Office of the Fire Marshal
(410)887-4880

DATE: 06/20/96

Arnold Jablon
Director
Zoning Administration and
Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1105

RE: Property Owner: PARCEL A: LEROY E. WOLK & DANIEL DATZ, SURVIVING
PARTNERS OF LSD PARTNERSHIP; PARCEL B: UNITED BOOK PRESS, INC.
Location: S/S WHITEHEAD RD. 530' W OF WOODLAWN DR (1807 & 1815 WHITEHEAD RD)

Item No.: 487

Zoning Agenda: VARIANCE

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.

5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1991 edition prior to occupancy.

21 1996

REVIEWER: LT. ROBERT P. SAUERWALD
Fire Marshal Office, PHONE 887-4881, MS-1102F

cc: File

MICROFILMED



PETITION PROBLEMS

#483 --- RT

1. No telephone number for legal owner.

#485 --- MJK

1. Only one legal owner signature on back of petition form.

#487 --- JLL

1. Need authorization for person signing for legal owner.

June 11, 1996

UNRECORDED

RE: PETITION FOR VARIANCE	*	BEFORE THE
1807 and 1815 Whitehead Road, S/S White-		
head Road, 530'+/- W of Woodlawn Drive	*	ZONING COMMISSIONER
1st Election District, 2nd Councilmanic		
	*	OF BALTIMORE COUNTY
Legal Owner(s): Parcel A - Leroy E. Wolk		
& Daniel Katz, Surviving	*	CASE NO. 96-477-A
Partners of LSD Partnership		
Parcel B - United Book Press, Inc.		
Contract Purchaser: United Book Press, Inc.		
(Parcel A)	*	
Petitioners		
* * * * *		

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio
CAROLE S. DEMILIO
Deputy People's Counsel
Room 47, Courthouse
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of June, 1996, a copy of the foregoing Entry of Appearance was mailed to Anthony P. Palaigos, Esquire, 2 Hopkins Plaza, Baltimore, MD 21201, and Stanford G. Gann, Esquire, 2 Hopkins Plaza, Suite 900, Baltimore, MD 21201, attorneys for Petitioners.

Peter Max Zimmerman

MICROFILMED

COURTHOUSE COMMONS
222 BOSLEY AVENUE
SUITE C-6
TOWSON, MD 21204
410-494-8931
FAX 410-494-9903

WILLIAM MONK, INC.

SITE PLANNING/DESIGN • ZONING • DEVELOPMENT SERVICES

TO: File

FROM: Bill Monk

RE: Variance Case
1807 - 1815 Whitehead Road

DATE: June 7, 1996

96-477-A

At the time of the hearing the applicant will present documentation establishing Leroy Wolk as authorized to speak for the partnership/owner of 1815 Whitehead Road.

MICROFILMED

LAW OFFICES
BLUM, YUMKAS, MAILMAN, GUTMAN & DENICK, P.A.
1200 MERCANTILE BANK & TRUST BUILDING
2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201-2914
(410) 385-4000
FAX (410) 385-4070

FACSIMILE TRANSMISSION

DATE 7/10/96

CLIENT NUMBER 11659-25 # PAGES 8
INCLUDING COVER SHEET

TRANSMIT TO: TELECOPY NUMBER: 887-3468

NAME: Timothy M. Kotroco

CITY/STATE/COUNTRY Towson, MD.

TELEPHONE: 887-3468

FROM: NAME: ANTHONY P. PALAIGOS, ESQUIRE

DIRECT DIAL TELEPHONE: (410) 385-4027

MESSAGE Dear Mr. Kotroco: Enclosed please find a draft of your
proposed Order in case number 93-477-A. Once you have reviewed same,
please call me so that I can put same in final form.

THE INFORMATION IN THIS FACSIMILE TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE NOT TO REPRODUCE, COPY, OR DISSEMINATE THIS MESSAGE. IF YOU ARE THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (410) 385-4014 AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

MICROFILMED

LAW OFFICES

BLUM, YUMKAS, MAILMAN, GUTMAN & DENICK, P.A.

1200 MERCANTILE BANK & TRUST BUILDING

2 HOPKINS PLAZA

BALTIMORE, MARYLAND 21201-2914

(410) 385-4000

FAX (410) 385-4070

WRITER'S DIRECT DIAL

ANTHONY P. PALAIGOS

(410) 385-4027

July 10, 1996

VIA FACSIMILE NO. 887-3468

Timothy M. Kotroco
Deputy Zoning Commissioner for
Baltimore County
Office of Zoning Administration and
Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

Re: Case No. 96-477-A (Item 487)
Subject: Proposed Order
Our File No. 11659(25)

Dear Mr. Kotroco:

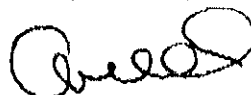
Enclosed please find a draft of your Findings of Fact and Conclusions of Law in regards to the above captioned proceeding.

Unfortunately, I did not write down what numbers you gave to the various exhibits introduced at the public hearing on Tuesday, July 9, 1996, and as a result I left those exhibit numbers blank in your proposed Findings of Fact and Conclusions of Law.

If after you have reviewed the proposed Order, you give me the exhibit numbers, I will insert them into the final hard copy of this proposed Order and have delivered directly to you for your signature.

I look forward to hearing from you and preparing a final Order for your approval and signature.

Very truly yours,



Anthony P. Palaigos

APP/hp
Enclosure

MICROFILMED

IN RE: PETITION FOR VARIANCE *
AND APPROVAL OF MODIFIED PLAN *
1807 Whitehead Road and *
1815 Whitehead Road *
S-S Whitehead Road, ± 530' *
W of Woodlawn Drive *
1st Election District *
2nd Councilmanic District *

UNITED BOOK PRESS, INC. *
Legal Owner of 1807 Whitehead *
Road and Contract Purchaser of *
1815 Whitehead Road and *
LEROY E. WOLK and *
DANIEL KATZ, Surviving Partners *
of LSD Partnership and *
LEROY E. WOLK, STANFORD G. GANN, *
ANDREW SANDLER, and SIDNEY LEVIN, *
TRUSTEES under Wills of Dorothea *
F. Wolk and Seymour Wolf, Legal *
Owners of 1815 Whitehead Road *

BEFORE THE DEPUTY
ZONING COMMISSIONER
FOR
BALTIMORE COUNTY
Case No. 96-477-A
(Item 487)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner as a Petition for a Zoning Variance and approval of a Modified Plan for the contiguous properties known as 1807 Whitehead Road (identified as Parcel B) and 1815 Whitehead Road (identified as Parcel A) (hereinafter collectively referred to as the Properties) in the Woodlawn area of Baltimore County. The variance relief for the Properties is requested from Sections 409.6A 2 & 3 and Sections 233.3 B & C of the Baltimore County Zoning Regulations (BCZR) to permit a combined forty-seven (47) parking spaces for both Properties combined in lieu of the required fifty-six (56) parking spaces, and to permit fifty-five (55) manufacturing employees during the shift that employs the most persons for Parcel B in lieu of the twenty-five (25) person limit and thirty (30) manufacturing employees during the shift that employs the most persons for Parcel A in lieu of the twenty-five (25) person limit, respectively. The Petition also requests approval of a Modified Plan for the allowance of the aforementioned number of manufacturing employees in each Parcel in lieu of the twenty-five (25) person maximum allowed under the BCZ.

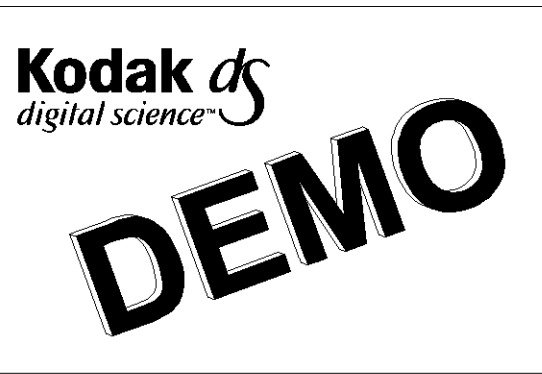
X All of the relief requested is more particularly shown on the Plan that was attached to the Petition filed in this case, a color coded version having been introduced as Petitioner's Exhibit No. 1. Appearing at the public hearing for this case were the following persons: William Monk, the Land Planner who prepared the Plan that was filed with the Petition, as well as the color coded Plan previously identified hereinabove as

MICROFILMED

Petitioner introduced Exhibit No. 1, the Existing Parking Conditions Plan introduced as Petitioner's Exhibit No. 2, and the various photographs introduced as Petitioner's Exhibit No. 4, through 7 George Dilli, President and principal shareholder of United Book Press, Inc.; and Leroy E. Wolk, authorized representative and spokesperson for all the record owners of Parcel A. Also in attendance were Jamie Gilbert of the Baltimore County Department of Economic Development and Howard L. Alderman, Jr., Esquire.

As noted previously, this request comes before the Deputy Zoning Commissioner for variances and approval of a Modified Plan to permit a combined forty-seven (47) parking spaces for Parcels A and B, and to permit thirty (30) manufacturing employees for Parcel A and fifty-five (55) manufacturing employees for Parcel B during the shifts employing the most persons directly in manufacturing. The combined gross lot area of Parcels A and B is 3.647 acres. The zoning is IM.

In support of the testimony were proffered on behalf of George Dilli proffered testimony and



evidence and require, on record. The

is a Maryland tenant manufacturer. Maintaining 20,000 sq. ft. United is a

1. That United Book Corporation which is currently leasing 30,000 square feet. Ultimately, United's manufacturing facility will occupy 50,000 square feet of Parcel B for the permitted use. United is a fully integrated book manufacturer of soft cover and paperback books. As a fully integrated book manufacturer of soft cover and paperback books, United does offset printing, binding, sewing, folding, packaging and shipping of its book products to its customers. United purchased Parcel B pursuant to a Deed dated December 8, 1994, a copy of which was introduced as ~~Petitioner's Exhibit No. 1~~. *into evidence.*

2. Parcel B is improved by a one story manufacturing facility with combined office and manufacturing space with a building height of 24', having approximately 51,302 square feet. Available on Parcel B is thirty-seven (37) parking spaces. There is a rear yard directly behind the building, but it cannot be reached by vehicle and cannot be used for any purposes because of its steep slope and topography. There is no other available space on Parcel B where additional parking spaces can be provided.

3. There have been no additions made by United to the building on Parcel B and United has not enlarged the building into areas on Parcel B that could have been used for parking. The exterior dimensions of the building on Parcel B have remained the same since United has been occupying and using the land and buildings on Parcel B, both as a tenant originally, and subsequently as an owner.

both soft cover and hard cover books. The expanded use within the existing building on Parcel A will require the purchase and installation of additional and different equipment than what United already has and uses in Parcel B, and the operation of such equipment to manufacture hard cover books is also labor intensive. A fully integrated book manufacturer for hard cover books cannot operate with twenty-five persons or less, directly engaged in the manufacturing process during the shift that would employ the most persons. Enforcement of the twenty-five person limit would create an undue hardship to United and would, in fact, prohibit United from using Parcel A as such, even though it is a permitted use.

8. Although the joint efforts and cooperation between United and Baltimore County, there currently is available street parking on Whitehead Road and efforts are being undertaken, as of the date of this Petition, to even expand that number of street spaces available for parking.

9. There currently is sufficient parking on the sites of Parcels A and B to accommodate the employees and customers of United and the available twenty-eight spaces on Whitehead Road is sufficient to accommodate any additional demand for parking by such employees and customers.

10. There will be no impact of any kind whatsoever on the residential community closest to Parcels A and B because there is a wooded buffer between that residential community and Whitehead Road and there is no direct street access off of Whitehead Road into that residential community.

11. United has distributed and encouraged its employees to participate in Baltimore County's ride sharing program as evidenced by the introduction of Petitioner's Exhibit No. 6.

The testimony offered was uncontradicted and showed clearly that the conditions that exist and which justify the variance and the relief requested are peculiar and unique to the land and existing buildings on Parcels A and B. Additionally, the proffered testimony showed that strict compliance with the BCZR would unreasonably prevent use of Parcels A and B by United as a fully integrated book manufacturer, which is a permitted use under the existing zoning classifications, thereby resulting in practical difficulty to the Petitioner with regards to the parking requirements, and an undue hardship with regards to the minimum number of persons engaged in manufacturing during the peak shift. It is clear that the relief requested is the minimum relief necessary to grant substantial justice to the Petitioner as well as other property owners in the district, and is within the spirit and intent of the BCZR.

Based upon the testimony and evidence presented, it is apparent that the requested relief is necessary as a result of the size and shape of Parcels A and B as recorded and the nature

of the existing use of Petitioner as to Parcel B and the Petitioner's proposed use of Parcel A. The BCZR, specifically Section 307.1, establish a two-step process for the granting of variances. That two-step process was addressed and identified by the Court of Special Appeals in the case of Cromwell v. Ward, 102 Md. App. 691 (1995). The opinion in that case, issued January 4, 1995, and authored by the Honorable J. Cathell, interpreted our regulations to require the applicant to establish the following:

First, the applicant (Petitioner) must prove, and this Deputy Zoning Commissioner must find, that the "uniqueness and peculiarity of the subject property causes the zoning provision to impact disproportionately upon that property".

I find from the testimony and evidence presented in this case that the subject properties, Parcels A and B, are unique, unusual and different from properties which surround them so as to cause the applicable zoning provisions to impact disproportionately upon each of Parcels A and B.

Having satisfied this "first step", the applicant (Petitioner) must proceed to the "second step" of this variance process, which is to show that strict compliance with the zoning regulations for Baltimore County would result in practical difficulty or unreasonable hardship.

The practical difficulty or unreasonable hardship guidelines that have been imposed by the Baltimore County Zoning Regulations have been thoroughly examined and discussed by the appellate courts of this State. In Loyola Federal Savings & Loan Association v. Buschman, 227 Md. 243, 176 A.2d. 355 (1961), the Court of Appeals considered the identical regulation to Section 307.1 of the BCZR.

As the Court noted: "Section 307 of the Regulations uses the two terms (practical difficulty or unreasonable hardship) in the disjunctive." Loyola Federal @358. Thus, by the use of the term "or", Section 307 offers the Petitioner an opportunity to obtain its variance upon satisfaction of either the undue hardship or practical difficulty standard.

The distinction between these standards was clarified by the Court of Special Appeals in Anderson v. Board of Appeals, Town of Chesapeake Beach, 22 Md. App. 28, 322A.2d. 220 (1974). Within that opinion, the Court held that the undue hardship standard applies to a petition for a use variance. The Court noted that a use variance, which permits a use on the property other than that specifically permitted in that particular district, requires the imposition of a higher standard. That is, to allow the change of use for a particular property requires the Petitioner to demonstrate real hardship, where the land cannot allow a reasonable return if used only in accordance with the use restrictions of the ordinance.

Compared with this heavy burden, the Court reviewed the practical difficulty standard applicable for area variances. The court characterized area variances as having a much less drastic affect than use variances, in that they seek relief only from height, area, setback, or side property line restrictions, and would not affect the properties use, per se. The Court envisioned the impact of area variances on the surrounding locale to be less than that generated by use variances, and, thus, the lesser practical difficulty standard applies. The prongs of that standard which must be satisfied by the Petitioner, as enunciated in Anderson, supra, are as follows:

(i) whether compliance with the strict letter of restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome;

(ii) whether a grant of the variance applied for would do substantial justice to the applicant as well as to other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners; and

(iii) whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson, p. 39. See, also, McLean v. Soley, 270 Md. 208 (1973) @ 214-215.

I find from the testimony and evidence presented at the hearing before me that the Petitioner has, in fact, proven the practical difficulty standards as set forth above and that the variances requested should be granted. I also find from the testimony and evidence presented before me that the Petitioner has in fact proven that the requirements set forth in Section 233.3B of BCZR creates an undue hardship on the Petitioner and that the Modified Plan of the Petitioner should be granted. I further find that the granting of these variances and the approval of the Modified Plan is in strict harmony with the spirit and intent of the BCZR and the granting of this relief is accomplished without injury to the public health, safety or general welfare.

Therefore, pursuant to the standards and requirements

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Kodak *ds*
digital science™

DEMO

stising of the Properties and
diance relief requested, as
of the Petitioners that
approved, the Petition for
lan approved. THEREFORE, IT
missioner for Baltimore
that a variance from
to permit a combined forty-

seven (47) parking spaces for the combined properties of 1807 and 1815 Whitehead Road in lieu of the required fifty-six (56) parking spaces, and from Sections 233.3 B & C of the BCZR to permit fifty-five (55) persons employed directly in manufacturing during the peak shift at 1807 Whitehead Road (Parcel B) in lieu of the maximum allowed of twenty-five (25) and thirty (30) persons employed directly in manufacturing during the peak shift at 1815 Whitehead Road (Parcel A) in lieu of the maximum allowed of twenty-five (25) are hereby GRANTED, and (ii) the Petitioner's Modified Plan for the approval of that set forth in subparagraph (1) above, pursuant to Section 233.3C of BCZR is hereby GRANTED, subject, however, to the following restrictions which are conditions precedent to the relief granted herein:

1. The Petitioner is hereby made aware that proceeding at this time is at its own risk until such time as the thirty day Appellate process from this Order has expired. If, for whatever reasons, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said Properties to its original condition.

TIMOTHY M. KOTROCO, Deputy Zoning
Commissioner for Baltimore County

REAL ESTATE TITLE CO.
Keyser Building
Baltimore, Md.
L.E. 14101 9-3212



FOR BIRTH DEED

This Deed, Made this 24th day of October
in the year one thousand nine hundred and sixty-three by Garden Construction Corporation, a Maryland Corporation, party of the first part, and Wolk Printing Company, a Co-Partnership, party of the second part.

PAID — Baltimore County, Md. — Office of Finance



2086 • 41814 APD-- 467.86
2086 • 41814 APD-- 467.86

WITNESSETH that in consideration of the sum of five dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part herein

does grant and convey unto the said party of the second part, its successors and assigns, in fee simple

~~herein described in fee simple~~ all that lot or parcel of ground
situate, lying and being in
Baltimore County, Maryland and described as follows, that is to say

Beginning for the same at a point on the south side of Whitehead Road 70 feet wide as shown on the Plat of Meadows Industrial Park as filed among the Land Records of Baltimore County in Plat Book No. 27 Folio 21, said point being distant 502.75 feet measured westerly along the south side of said Whitehead Road from the end of the curve from Clarke Avenue as shown on said Plat; and running from said beginning and binding on the south side of said Whitehead Road westerly by a line curving to the south with a radius of 1200.00 feet for a distance of 158.55 feet (the chord of said arc being South 64 degrees, 21 minutes, 07 seconds West 158.44 feet) to the point of tangent as shown on said Plat the coordinates of said point being North 7267.42 and West 35,169.49 thence leaving the south side of said road and running south 18 degrees, 55 minutes, 22 seconds East 249.90 feet North 76 degrees, 45 minutes, 37 seconds East 130.00 feet and North 13 degrees, 14 minutes, 23 seconds West 282.72 feet to the place of beginning, containing 0.8795 acres of land more or less.

Being part of the property described in deed dated December 22, 1954 from Charles A. Knott, et al, to Garden Construction Corporation recorded among the Land Records of Baltimore County in Liber C L B 2617 folio 293 in fee simple.



TOGETHER, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple.

AND the said party of the first part herein hereby covenants that ^{it} has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that ^{it} ~~has~~ will warrant specially the property hereby granted, and that ^{it} ~~has~~ will execute such further assurances of the same as may be requisite.

WITNESS the ^{corporate} ~~hand and~~ seal of said grantor and the signature of its the day and year first above written.

Test:

Mary A. Holland
MARY HOLLAND SECRETARY

Garden Construction Corporation
By *Charles A. Knott* [SEAL]
CHARLES A. KNOTT PRESIDENT
[SEAL]
[SEAL]

STATE OF MARYLAND, City of Baltimore

TO WIT:

I HEREBY CERTIFY, that on this 24th day of October in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore aforesaid, personally appeared CHARLES A. KNOTT the PRESIDENT of Garden Construction Corporation, a body corporate, grantor herein and he acknowledged the foregoing Deed to be its corporate act.

WITNESS my hand and notarial seal the day and year last above written.



Mary A. Holland
MARY HOLLAND NOTARY PUBLIC

Rec'd for record NOV 7 1963 at *12 PM*
For Robert R. Gill, Clerk
Mail to REAL ESTATE TITLE CO., INC.
Receipt No. 71526 \$ 500

D207-002.262
LPH
12/06/94 - 4:53pm

RETURN TO: 4-119080-05
Chicago Title Insurance Company
110 St. Paul Street
Baltimore, MD 21202

DEED

THIS DEED is made as of the Eighth day of December, 1994, from A&E PARTNERS, L.P., a Delaware limited partnership, Grantor to UNITED BOOK PRESS, INC., a Maryland corporation, Grantee.

THE GRANTOR, for a consideration of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) grants, conveys and assigns to the Grantee its successors and assigns, in fee simple, the real property located in Baltimore County, Maryland, and described in Exhibit A attached hereto.

THE improvements thereon are known as No. 1807 Whitehead Road.

BEING a part of all that real property which by Deed dated September 30, 1994, and recorded among the Land Records of Baltimore County, Maryland, in Liber SM No. 10780, folio 523, was granted and conveyed from Meadows Park Limited Partnership, a Maryland limited partnership, to the Grantor.

TOGETHER WITH all improvements thereupon, and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

TO HAVE AND TO HOLD the property hereby conveyed unto the Grantee, its successors and assigns, in fee simple, forever.

THE GRANTOR covenants to warrant specially the property, and to execute such further assurances of the property as may be requisite.

IN TESTIMONY WHEREOF, Grantor has caused this Deed to be executed and delivered by its general partners, being authorized so to do, as the act and deed of the partnership.

WITNESS:

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

mf 12-14-94
Date

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE *mf* 12-14-94
DATE

GRANTOR:

A & E PARTNERS, L.P.,
a Delaware limited partnership,
by its general partners,

EMMES MEADOWS CORP.,
a Delaware corporation
general partner,

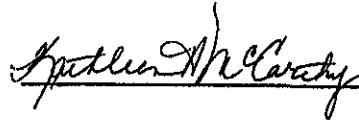
By *[Signature]* (SEAL)
Andrew Davidoff, Vice President

03A03#0024TLRTX \$19,200.00
BA C002:27PH12/14/94

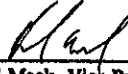
MICROFILMED

and

APOLLO MEADOWS CORP.,
a Delaware corporation
general partner,



By:



(SEAL)


Richard Mack, Vice President

ACKNOWLEDGEMENTS

STATE OF NEW YORK , COUNTY OF NEW YORK , to wit:

I HEREBY CERTIFY that on this 7th day of December, 1994, before me, the subscriber, a Notary Public of the State of New York personally appeared ANDREW DAVIDOFF, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the duly authorized corporate officer of EMMES MEADOWS CORP., a Delaware corporation, general partner of A & E PARTNERS, L.P., a limited partnership organized and existing under the laws of the State of Delaware, that he has been duly authorized to execute, and has executed, such instrument on behalf of said partnership for the purposes therein set forth, and that the same is its act and deed.

AS WITNESS my hand and Notarial Seal.


Notary Public
My Commission Expires: 4/30/95

KATHLEEN A. MCCARTHY
NOTARY PUBLIC, State of New York
No. 41-4843144
Qualified in Queens County
Commission Expires April 30, 1995

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY that on this 7th day of December, 1994, before me, the subscriber, a Notary Public of the State of New York personally appeared RICHARD MACK, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the duly authorized corporate officer of APOLLO MEADOWS CORP., a Delaware corporation, general partner of A & E PARTNERS, L.P., a limited partnership organized and existing under the laws of the State of Delaware, that he has been duly authorized to execute, and has executed, such instrument on behalf of said partnership for the purposes therein set forth, and that the same is its act and deed.

AS WITNESS my hand and Notarial Seal.

Kathleen A. McCarthy
Notary Public

My Commission Expires: 4/30/95

KATHLEEN A. MCCARTHY
NOTARY PUBLIC, State of New York
No. 41-4846144
Qualified in Queens County
Commission Expires April 30, 1995

Attorney Certification

THE UNDERSIGNED, an attorney duly admitted to practice before the Court of Appeals of Maryland and in good standing thereunder, certifies that the foregoing instrument was prepared by him.

Lawrence F. Haislip
Lawrence F. Haislip

Exhibit A

BEGINNING for the same on the southernmost side of Whitehead Road (70 feet wide) as shown on the Revised Plat of Meadows Industrial Park, as filed among the Land Records of Baltimore County in Plat Book No. 45, folio 137, the coordinates of said point being north 72°34'42" and west 35,169.49, said point being also at the end of the 14th or southwesterly by a line curving to the south with a radius of 1200.00 feet, for a distance of 616.44 foot line of the 13th parcel of land referred to in the mortgage dated November 21, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4233, folio 491, etc. from Garden Construction Corporation to The American National Building and Loan Association of Baltimore City, and running thence from said beginning and binding on the southernmost side of said Whitehead Road, as shown on said Plat, the two following courses and distances:

(1) South 60°34'02" West 252.96 feet and Southwesterly by a line curving to the south with a radius of 630.00 feet, for a distance of 47.04 feet (the chord of said arc being South 58°25'41" West 47.03 feet), thence leaving the southernmost side of said Whitehead Road and running for lines of division the two following courses and distances:

(2) South 33°42'40" East 339.87 feet and

(3) North 60°34'02" East 211.40 feet to a point in line with the projection southeasterly of the 15th or South 18°55'22" East 249.90 foot line of the 13th parcel of said mortgage; thence binding on said line so projected and on said line reversely

(4) North 18°55'22" West 346.50 feet to the place of beginning. Containing 1.9994 acres of land, more or less.

BEING part of Parcel F, the "Winner" lot as shown on the Revised Plat of Meadows Industrial Park, filed as aforesaid.

Also being the fifth parcel described in a deed dated January 31, 1974 between Knott Industries, Inc. and The Equitable Life Assurance Society of the United States and recorded among said Land Records in Liber 5423, Page 910.

CONFIRMATORY DEED

THIS CONFIRMATORY DEED, made as of October 25, 1982, between MEADOWS WAREHOUSE CORP., a corporation of the State of Maryland, hereinafter called "Meadows", of the first part, and LEROY E. WOLK, Trustee, t/a WOLK PRINTING CO., hereinafter called "Wolk", of the second part.

Whereas, the deed from Meadows to Wolk, dated April 24, 1981 and recorded among the Land Records of Baltimore County in Liber No. 6294, folio 249 ("Deed") contains certain errors in Paragraph 2 thereof; and

DEED B RC/F 39.00
EHK JR T 39.00
#16070 C004 R01 T12:5
11/24/82

Whereas, Meadows and Wolk desire to correct these errors by this Confirmatory Deed;

NOW, THEREFORE, for valuable consideration, the parties hereby agree that the Deed is hereby amended to read as follows:

"WITNESSETH, that in consideration of the sum of Twenty-Five Thousand Dollars (\$25,000.00), Meadows does grant and convey unto Wolk, its successors and assigns, in fee simple, all those parcels of ground, situate, lying and being in Baltimore County, State of Maryland, aforesaid, and described as follows, that is to say:

The property (hereinafter called "the Property") is situated in the First Election District of Baltimore County, Maryland, shown and designated as "Area to be Acquired 0.455 Acres ± (By Wolk)" on that plat (the "Plat") entitled "Resubdivision of Part of Parcel "F" Meadows Industrial Park," dated December 9, 1980, and recorded in the aforesaid Land Records at Plat Book EHK, Jr. No. 47, folio 59, consisting of 0.455 acres, more or less, being part of that property conveyed to Meadows by Deed from Hochschild Kohn & Co., Incorporated, dated January 27, 1967, and recorded among the aforesaid Land Records in Liber O.T.G. No. 4722, folio 25.

Together with the buildings and improvements thereupon erected, and all the rights, alleys, ways, water, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE 31 DATE 11-24-82

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
CLERK 31 DATE 11-24-82

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per Adrian R. Jordan
Authorized Signature
Date 11/24/82 Sec. 11-85 - I

MICROFILMED

This conveyance is made subject to the following restrictions and conditions:

1. Meadows, as owner of land adjacent to the Property, and its successors and assigns, shall have the right to install, repair, maintain, alter, connect and operate storm drains into, upon, over, across and under a strip of land ten feet (10') in width and one hundred thirty feet, twelve inches (130'12") in length, more or less, along the rear lot lines of Parcel B, and identified on Exhibit A, attached hereto and incorporated herein, as "10' Storm Drainage Easement." The right of Meadows contained in this Paragraph 1 shall attach to and run with the Property.

2. The parties have agreed to divide the Property into two (2) separate lots, Parcel "A" ("Parcel A") and Parcel "B" ("Parcel B") as more particularly described on the Plat. Neither Wolk nor its successors or assigns shall erect any improvements, buildings or other structures of any type on Parcel B of the Property, except that a) Wolk has the right to erect an improvement on Parcel B, on the thirty feet by forty feet (30' x 40') area marked with crosshatches on Exhibit A, the western 30' boundary being a part of the boundary line between Parcels A and B; and b) Meadows has the right to construct a storm drainage upon, over, across and under Parcel B, the location of said storm drainage to be selected by Meadows and to be at least forty-five feet (45') east of the common boundary line between Parcel A and Parcel B. One end of said storm drainage shall be located in the ten foot (10') Storm Drainage Easement, as hereinafter described [in Section 4(m)], at a point selected by Meadows, and the other end of said storm drainage shall be located on the land owned by Meadows directly adjacent to Parcel B on the south, at a point selected by Meadows. The restrictive covenant and the rights of Meadows contained in this Paragraph 2 shall attach to and run with the Property for the benefit of the adjacent land owned by Meadows; and it shall be lawful for Meadows and its successors and assigns to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

3. Wolk intends to do excavation work on Parcel A, and on Parcel B in that limited area on which Wolk has the right to erect an improvement. In connection therewith, Wolk shall construct and maintain a downward slope on the Property running from the existing grade of Meadow's adjoining land at not steeper than a 2:1 ratio. In constructing the slope, Wolk shall utilize dirt excavated from Parcel A and Parcel B, and Wolk may, until six (6) months from the date hereof, spread materials excavated from Parcel A and Parcel B evenly on the unimproved part of Meadow's remaining land designated for such purpose on Exhibit B, attached hereto and incorporated herein. Such excavated material shall not include any rock, stone or other matter larger than three inches (3") in diameter. Meadows and its successors and assigns, as owners of adjacent land, shall have the right to enter upon the Property for the purpose of maintaining, constructing, altering or repairing the slope. Wolk agrees to fertilize and hydroseed the sloped area with a seed mixture designed to promote a dense grass cover, and to perform the necessary repairs and maintenance of the slope at its cost and expense. The covenant contained in this Paragraph 3 shall attach to and run with the Property.

4. This conveyance is made subject to restrictions, conditions, and covenants of record, including those contained in the following:

(a) Plat of Meadows Industrial Park, dated December 9, 1980 and filed in the aforesaid Land Records in Plat Book 47, folio 59;

(b) Certificate of Merger of Hochschild Kohn & Co., Inc. into Supermarkets General Corporation, approved by the State Department of Assessments and Taxation on November 2, 1973. The Merger Agreement is dated October 25, 1973, and recorded in the aforesaid Land Records at Liber 5452, folio 672;

(c) Assignment Agreement dated January 27, 1964, between Meadows Warehouse Corp. and Provident Life and Accident Insurance Company, recorded in the aforesaid Land Records of Baltimore County at Liber 5015, folio 260;

(d) Easement Agreement dated April 3, 1968, by and between Hochschild Kohn & Company, Incorporated and Garden Construction Corporation recorded in the aforesaid Land Records at Liber 4876, folio 262;

(e) Deed from Garden Construction Corporation to Hochschild Kohn & Co., Inc., dated December 1st, 1964, and recorded among the aforesaid Land Records in Liber R.R.G. No. 4397, folio 347, as modified by a Confirmatory Agreement by and between Garden Construction Corporation and Hochschild Kohn & Co., Inc., et al, dated January 27, 1967 and recorded among the aforesaid Land Records in Liber O.T.G. No. 4722, folio 20;

(f) Agreement between Glen Finance Company of Woodlawn, Inc., et al, and Garden Construction Corporation, dated August 3rd, 1964, and recorded among the aforesaid Land Records in Liber R.R.G. No. 4397, folio 388;

(g) Waiver and Consent made by E & F Drug Corporation, dated July 28th, 1964, and recorded among the aforesaid Land Records in Liber R.R.G. No. 4397, folio 402;

(h) Waiver and Consent made by Food Fair Stores, Baltimore County, Inc., dated July 31st, 1964, and recorded among the aforesaid Land Records in Liber R.R.G. No. 4397, folio 408;

(i) Supplemental Agreement by and between Garden Construction Corporation and W.T. Grant Company, et al, dated January 27, 1967, and recorded among the aforesaid Land Records in Liber O.T.G. No. 4722, folio 20;

(j) Lease from Garden Construction Company to Atlantic Life Insurance Company, dated July 14th, 1958, and recorded among the aforesaid Land Records in Liber G.L.B. No. 3382, folio 507;

(k) Deed from Garden Construction Corporation to Baltimore County, Maryland dated June 9th, 1960, and recorded among the aforesaid Land Records in Liber W.J.R. No. 3712, folio 493, conveying unto the latter the bed of Clarke Avenue, together with slope easements adjacent thereto;

(l) Agreement between Garden Construction Corporation and Baltimore Gas and Electric Company, dated August 25, 1960, and recorded among the aforesaid Land Records in Liber W.J.R. No. 3750, folio 372, as to poles, wire, etc.;

(m) Easement for storm drainage, 10 feet in width, adjacent to and south of the ninth or north 76 degrees 45 minutes 37 seconds east 130.12 foot line of the Property as set forth in the Deed from Garden Construction Corporation to Hochschild

LIBER 6458, PAGE 460

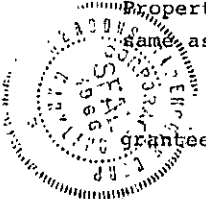
Kohn & Co., Inc., dated December 1st, 1964, and recorded among the aforesaid Land Records in Liber R.R.G. No. 4397, folio 347; and all other terms, restrictions, conditions and covenants of record pertaining to the Property.

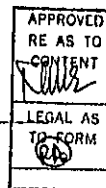
To Have and To Hold the Property as above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of Wolk, its successors and assigns, in fee simple, subject to the covenants, restrictions and conditions hereinabove set forth.

And Meadows hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property; that it will warrant specially the Property and Meadows will execute such further assurances of the same as may be requisite."

WITNESS the hands and seals of said grantor and

ATTEST:


Myron D. Wolkberg
Myron D. Wolkberg
ASSISTANT SECRETARY



MEADOWS WAREHOUSE CORP.

By:

Arnold J. Pearl
Arnold J. Pearl
VICE PRESIDENT

WITNESS:

Carol King

Leroy E. Wolk
Leroy E. Wolk, Trustee t/a
WOLK PRINTING CO.

STATE OF NEW JERSEY

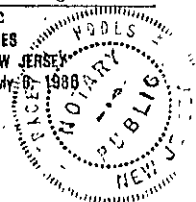
COUNTY OF *Hudson*

SS.:

BE IT REMEMBERED, that on this *25TH* day of *October*, 1982, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared *Arnold J. Pearl*, the Vice President of MEADOWS WAREHOUSE CORP., who, I am satisfied, is the person who signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

Tracey M. Hodges

Notary Public
TRACEY M. HODGES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 8, 1988

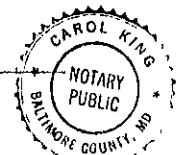
STATE OF *Maryland*COUNTY OF *Baltimore*

SS:

BE IT REMEMBERED, that on this *25th* day of *October*, 1982, before me, the subscriber, a Notary Public of the State of *Leroy E. Wolk*, personally appeared LEROY E. WOLK, TRUSTEE t/a WOLK PRINTING CO., who, I am satisfied, is the person who signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

Carol King

Notary Public



LIST OF EXHIBITS

Exhibit A - Boundaries of
Improvement on Parcel "B"
(see p.2)

Exhibit B - land on which
excavated materials may
be spread
(see p.3)

119:151
R034FF:10

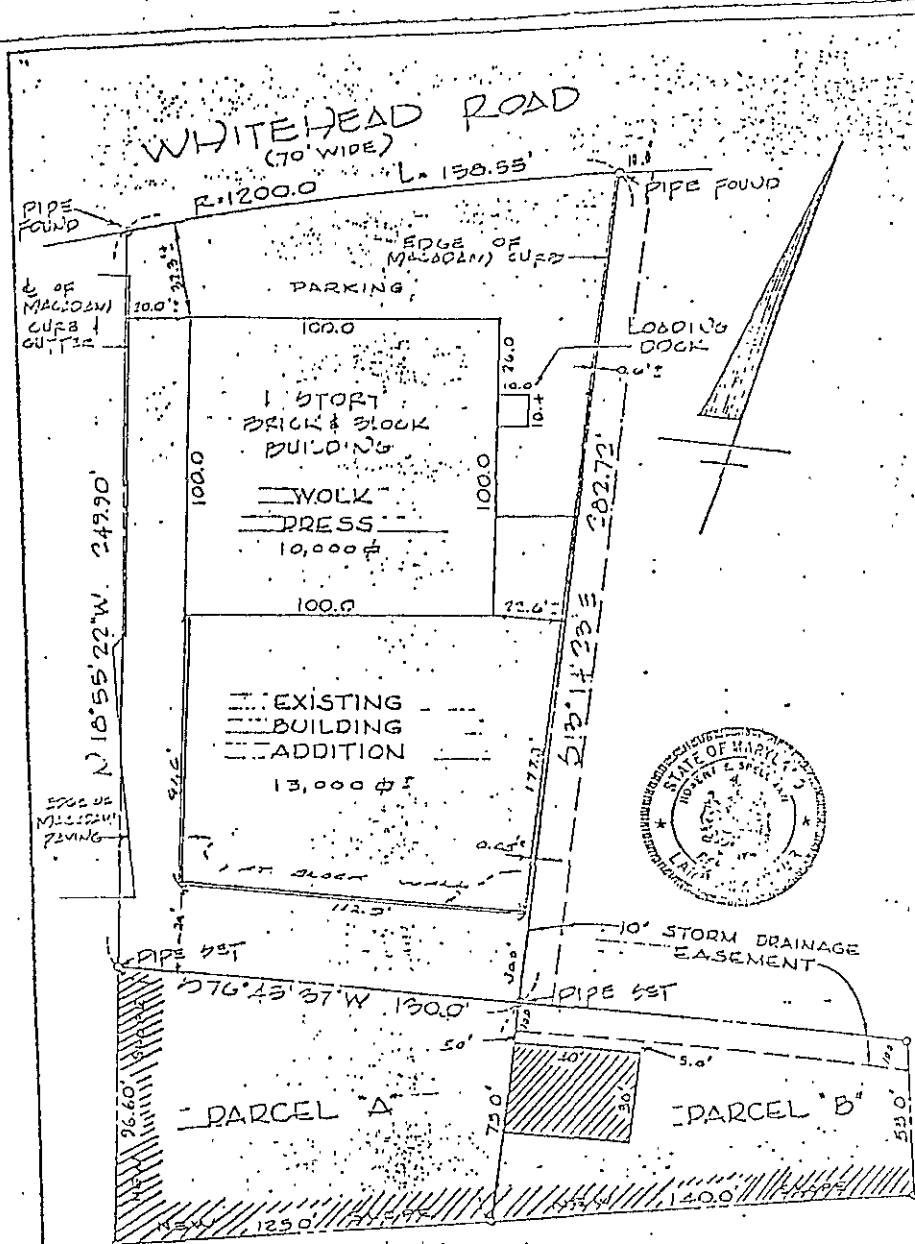


EXHIBIT "A"

08/24/21

200

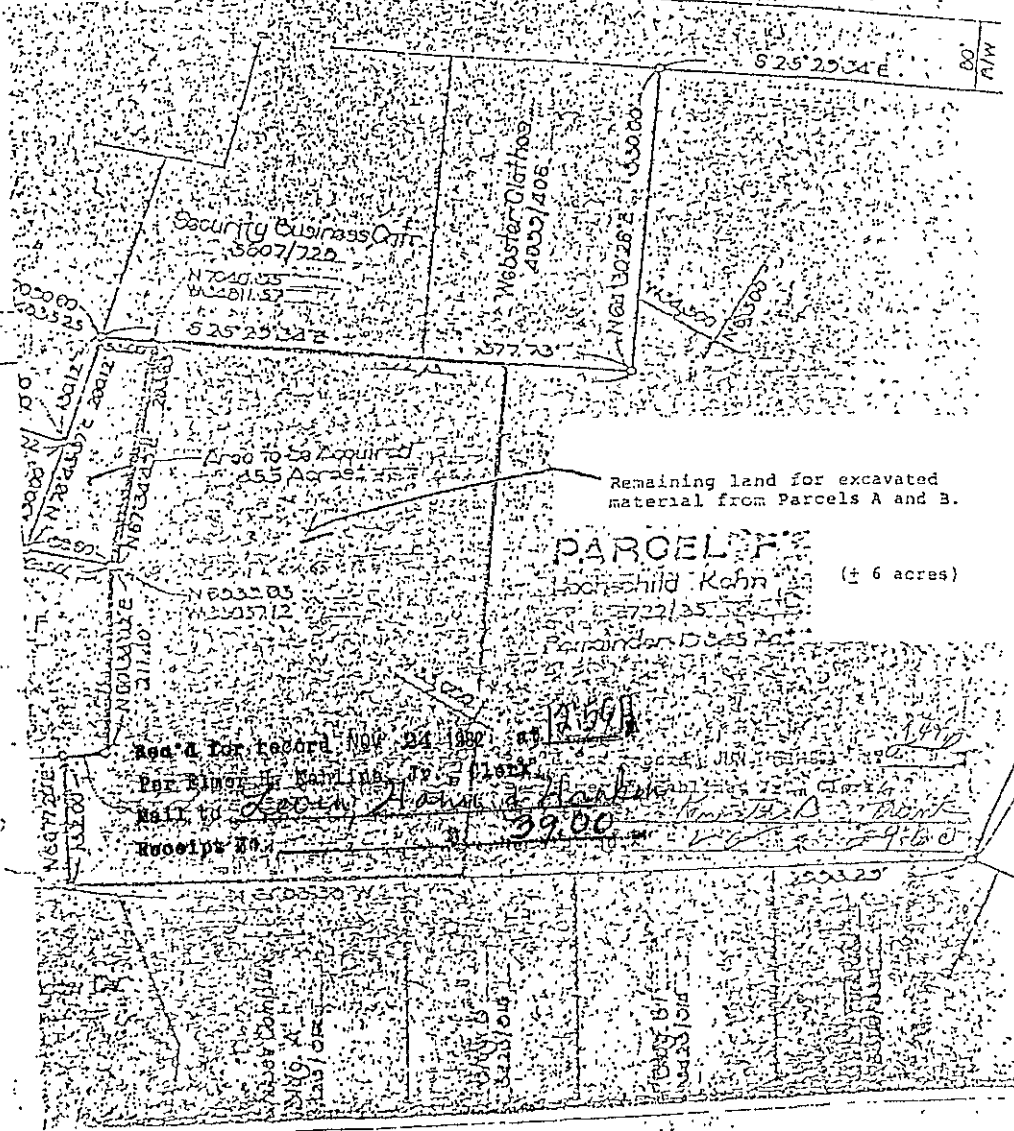
LIBER 64 58 11 464

EXHIBIT "B"

City of Metropolitan District

CLERK'S NOTATION
Document submitted for record in a
condition not permitting satisfactory
photographic reproduction

WOODLAWN



PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

ANTHONY P. PALANOS, ESQ JR

George C. Diller

John E. Diller

John Diller

Howard L. Alderman Jr.

BILL MONIS

2 HOPKINS PLAZA, Balt. MD. 21201

1807 Whitehead Rd Baltimore MD 21207

6711 PARK HEIGHTS AVE BALTO. MD 21215

~~400 WASHINGTON AVE~~ 400 WASHINGTON AVE Towson, MD

305 W. Chesapeake Ave #113 71204

222 BOSLEY AVE

SUITE C-6
TOWSON, MD 21204

MICROFILMED

L-1M

D.R. 5.5

RD

R = 1200' 158.55'

S 60° 34' 02" W 252.96'

R = 630' 47.04'

WHITEHEAD

SITE

N 13° 14' 23" W 282.72'

S 76° 45' 37" W 130.12'

N 25° 29' 34" W 55.00'

N 67° 34' 49" E 265.63'

N 60° 34' 02" E 211.40'

AREA UNDER CONSTRUCTION

BM-1M

BM-1

WHITEHEAD

96-477-A

WILLIAM MONK, INC.
PLANNING, LANDSCAPE DESIGN
ENVIRONMENTAL RESOURCE MANAGEMENT
 COURTHOUSE COMMONS
 222 BOSLEY AVENUE, SUITE B-7
 TOWSON, MD 21204
 (410) 494-8931

ZONING MAP

TO ACCOMPANY

VARIANCE APPLICATION
1807 & 1815 WHITEHEAD ROAD
BALTIMORE COUNTY, MD

MICROFILMED

MAP #:
NW 2F

SCALE:
1"=200'

FILE #:
96-31



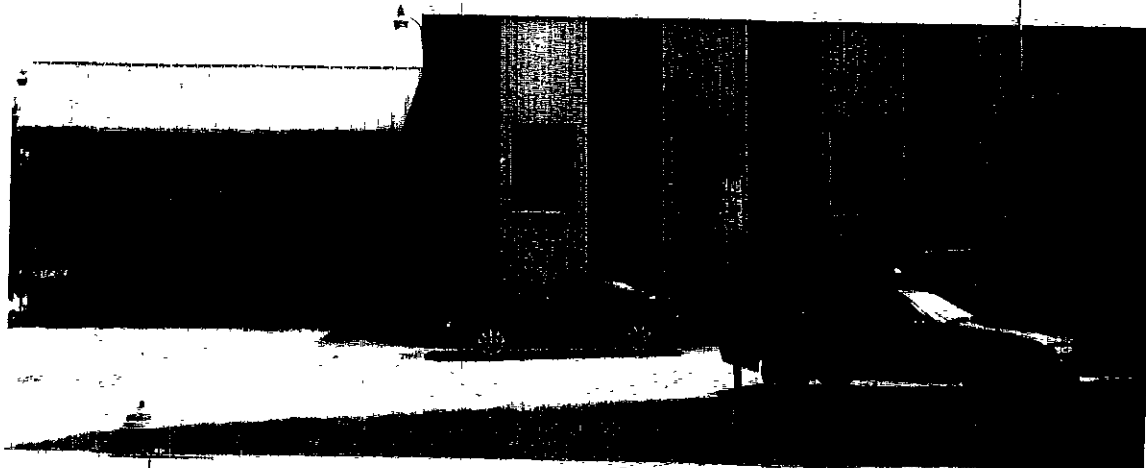










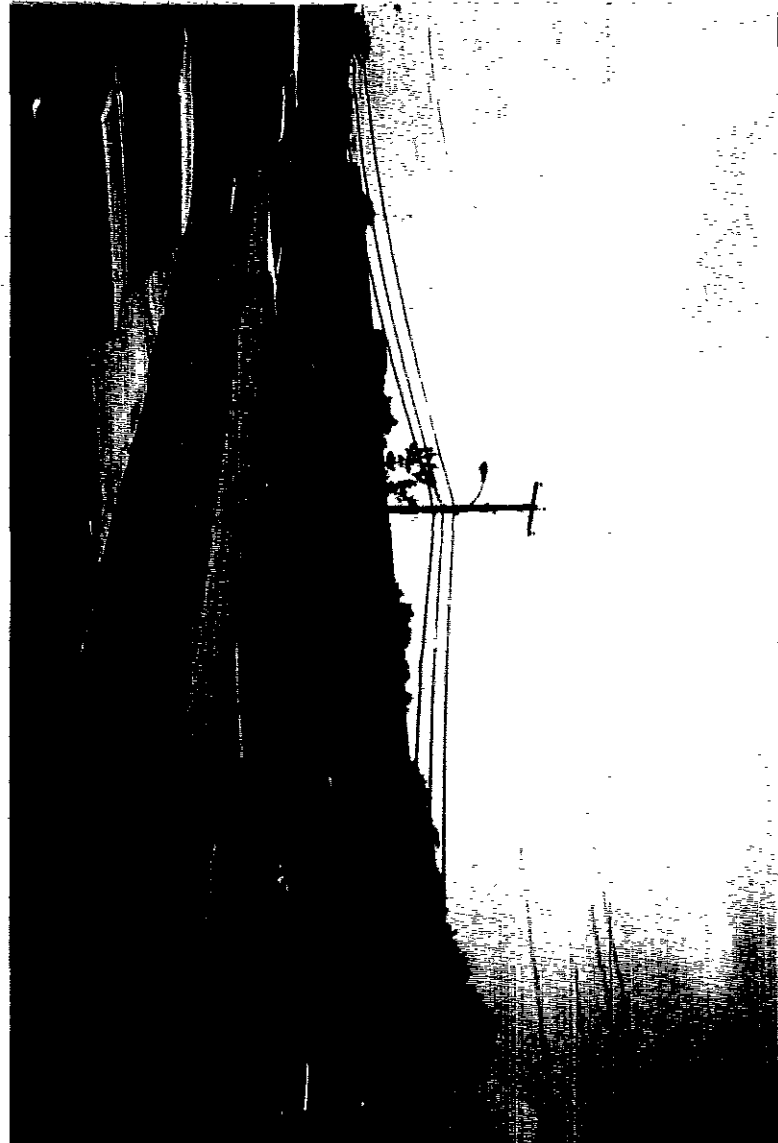


Ref. dx. 6

COURTHOUSE COMMONS
222 BOSLEY AVENUE
SUITE C-6
TOWSON, MD 21204
410-494-8931
FAX 410-494-9903

WILLIAM MONK, INC.

SITE PLANNING/DESIGN • ZONING • DEVELOPMENT SERVICES



NORTH SIDE

WHITEHEAD ROAD

MICROFILMED

ADJACENT LAND USES

1817-19 WHITEHEAD ROAD



PETITIONER'S
EXHIBIT 6

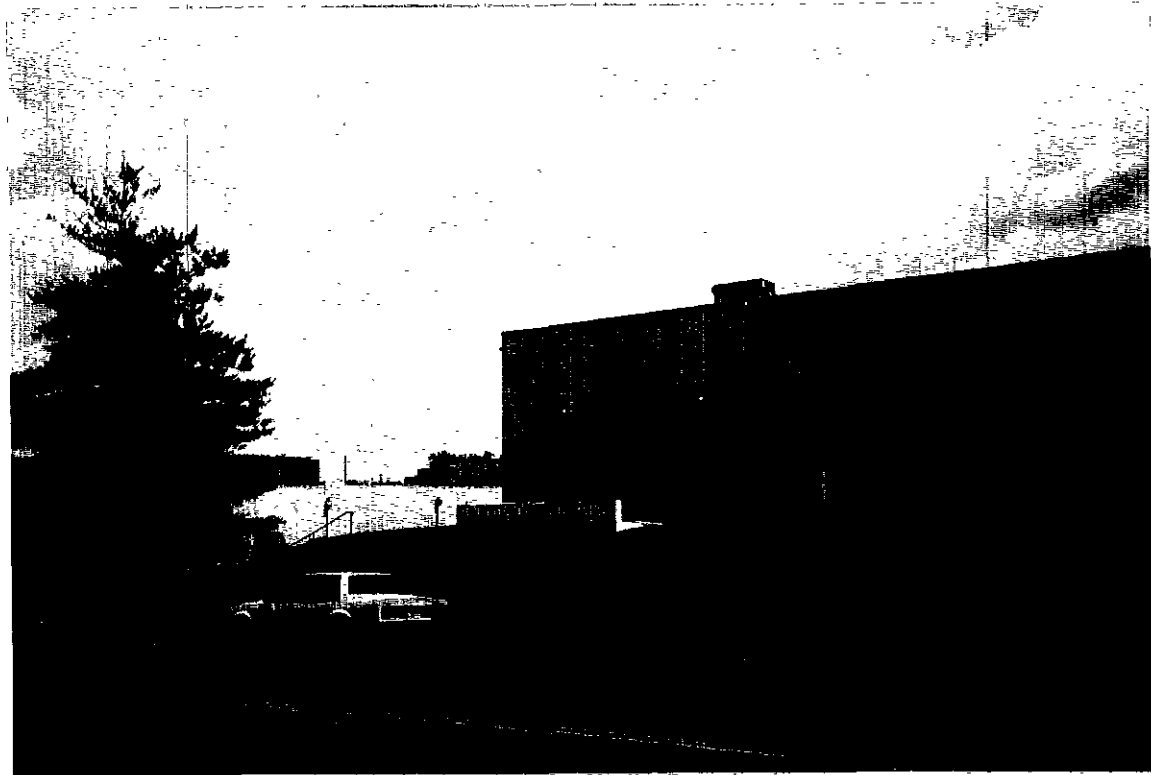
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COURTHOUSE COMMONS
222 BOSLEY AVENUE
SUITE C-6
TOWSON, MD 21204
410-494-8931
FAX 410-494-9903

WILLIAM MONK, INC.

SITE PLANNING/DESIGN • ZONING • DEVELOPMENT SERVICES

1807



1807-1815 WHITEHEAD ROAD CASE#96-477-A

1815



MICROFILMED

01/10/96 13:37 P.02

410 466 2522 SIDNEY LEVIN

between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, hereinafter called the Landlord, having its principal place of business at 1285 Avenue of the Americas, New York, New York 10019,

and Wolk Press, Inc.
1815 Whitehead Road
Woodlawn, Md. 21207

hereinafter called the Tenant,
(Address).

Witnesseth:

That the Landlord, for and in consideration of the payment of the rentals, and performance of the covenants and agreements hereinafter mentioned, demises and leases unto the Tenant, and the latter does let from the former, the following described premises:

Location As more particularly shown by the single hatched portions of the plan annexed hereto as exhibit A and made a part hereof.

PETITIONER'S EXHIBIT 3

Use to be used by the Tenant as parking and entry road

Term and for no other purposes, for the term of Fifteen (15) years
Beginning on the First day of April .1981 .

and ending on the March day of 31 .1996 .

Base Rent at the base rental of Five Hundred Dollars (\$500.00) per annum

Kodak *ds*
digital science™

DEMO

of each month, in each year during the term of this lease.
to P. O. Box 7674, Baltimore, Maryland 21207

of this lease shall be as defined above, or on the date when the
of the demised premises, if said date is earlier than that defined
piration of the term of this lease shall remain unchanged. In the
to tender possession of the demised premises and have same ready
encement of the lease term, Landlord shall not be liable for any

WOLK PRESS

damage caused thereby, nor shall this lease be void or voidable by Tenant, but in such event, no rental shall be payable by Tenant, prior to actual tender to Tenant of possession of the demised premises. In the event the delay results from failure of Tenant to provide plans or otherwise perform in accordance with the requirements of the lease, then there shall be no abatement of rent. In any event, late delivery of the premises will not extend the term.

This tenancy shall be on the following terms and conditions:

Rent

1. Tenant covenants, without any previous demand therefor, to pay the said specified rentals at the times and in the manner above provided.

Tax
Escalator

~~2. The Tenant shall pay to the Landlord, as additional rent, the amount of any increase in the real estate taxes (including any paving or other special assessments) levied against the property during each year of the demised term over and above the amount of such taxes levied during the tax year ending~~ such payment to be made within thirty (30) days of receipt by the Tenant of a statement from the Landlord showing the amount of such increase, with appropriate supporting data. Proration of said payments by Tenant shall be made when necessary for the first and last year of this lease term or any extensions thereof. ~~If this lease covers less than all of the building in which the leased premises are located, the Tenant's obligation under this paragraph shall be~~ % of the total increase for the building and property of which the leased premises are a part.

Use Fees;
Utilities

3. Tenant covenants to pay, when billed, as additional rent, collectible in the same manner as the rents hereinabove provided for: all licenses, fees and charges arising out of its use of the demised premises, all charges occasioned by the occupancy of the Tenant; and tax on rents; the Tenant also covenants and agrees to furnish and to pay all charges for gas, electric current, heating fuel, water, sewer service and any other utilities used in or on the demised premises during the continuance hereof, and also to pay any governmental charge imposed on the property measured by the rate of utility consumed.

Use;
Compliance
with
Insurance

4. Tenant agrees to use the demised premises in a clean, orderly and sanitary manner solely for the purposes above described, in a safe and careful manner, and that it will not overload the premises or the utility lines serving it. Tenant will keep all sidewalks, driveways and parking areas included in the leased premises free of ice, snow and debris. The Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the said premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the buildings on the premises beyond the rate chargeable at the commencement of this lease. Should any act of the Tenant so increase said rate, then, in addition to the rentals hereinabove provided for, the Tenant shall be liable for such additional premium, which shall be payable when billed, as additional rent, collectible in the same manner as the rents hereinabove provided for. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done in or about said premises, anything of a character so hazardous as to render it difficult, impracticable or impossible to secure such insurance in companies acceptable to the Landlord, and further, immediately upon notice, to remove from the premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

Insurance

5. The Tenant will, during the term of this lease, keep said demised premises and appurtenances (including glass, exterior doors and related hardware, plumbing, heating, electrical, sprinkler and air conditioning systems thereof) in good order and condition and will make all necessary repairs thereto, including repairs to any damage caused by any waste, misuse or neglect of said premises, its apparatus or appurtenances by Tenant, its agents, servants or invitees, at Tenant's own expense, except that the Landlord will make all necessary repairs (except painting and glass) to the exterior walls, roof, gutters and downspouts of the demised premises, after being notified in writing of the need for such repairs. Tenant will also maintain any driveways and parking areas designated for its exclusive use. The Tenant will, at the expiration of the term or at the sooner termination thereof by forfeiture or otherwise, deliver up the demised premises in the same good order and condition as they were at the beginning

RMW
SOL (Initials)
SOL (Initials)
RLW

changes of any kind to the demised premises, without first securing the written consent of the Landlord, after submission of the plans therefor, and any such alterations or changes as shall be permitted in writing shall be made at Tenant's expense, and will, at the expiration of the term, or the sooner termination thereof, become the property of the Landlord; or, at the Landlord's option, the premises shall be restored to their former condition at the expense of the Tenant. The Tenant will, in making any such repairs, as well as in its use of the premises, fully comply with all national and state laws, city ordinances, and regulations of public authority, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants, at its own expense, promptly to comply with and do all things required by any notice served upon it or upon the Landlord in relation to said demised premises or any part thereof, from any of the departments of the City or County, or of the State, or the United States, if the same shall be caused by the Tenant's use of the premises, or any alteration, addition or change thereof. Tenant covenants that no liens shall attach to the demised premises by virtue of any alterations or changes made by Tenant, and that if any such lien is filed will cause the same to be removed within thirty (30) days.

Signs, etc.

7. The Tenant covenants that it will not place or permit any signs, lights, awnings or poles in or about said premises without the written permission of the Landlord and, in the event such consent is given, the Tenant agrees to pay any privilege or other tax therefor. Tenant further covenants that it will not paint or make any change in or on the outside of said premises without the permission of the Landlord in writing. Tenant agrees that it will do nothing on the outside of said premises to change the uniform architecture, paint or appearance of said building, without the consent of the Landlord in writing.

Subletting
or
assignment

8. Tenant covenants that unless written consent of the Landlord first be obtained, the said premises, or any part thereof, shall not be sublet or used by any other person than Tenant, or employees of Tenant, nor shall this lease be assigned, under penalty of forfeiting the residue of term, at the option of the Landlord. Any lawful levy or sale on execution or other legal process, and also any assignment or sale in bankruptcy, or insolvency, or under any compulsory procedure, or the appointment of a Receiver by a State or Federal Court, shall be classed as an assignment within the meaning of this lease. The Landlord agrees, however, that his written consent for subletting or assignment will not be unreasonably withheld, and provided further that, in the event of such subletting or assignment, the Tenant hereunder shall remain liable for the performance of all the covenants and conditions of this lease.

Indemnity
and
Liability
Insurance

9. Tenant shall and will save and keep harmless and indemnify the Landlord from and against any and all claims for damages whatsoever, and the costs of defending against the same, of any kind or nature, including personal injuries, arising in any manner or under any circumstances through the exercise by the Tenant of any right granted or conferred hereby, whether such damage, including personal injury, be sustained by the Tenant or its officers, agents, employees or invitees or by other persons or corporations which seek to hold the Landlord liable. Tenant further agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect the Landlord in the amounts of \$ 100,000/500,000 coverage for personal injuries and \$ 30,000 coverage for property damage. Such policy shall cover the entire demised premises including any elevator thereon, and any sidewalk, streets and parking areas adjoining the demised premises; shall be issued in form satisfactory to Landlord; shall provide for at least five (5) days' notice to Landlord before cancellation; and such policies or certificates thereof shall be delivered to Landlord. Tenant will also carry and pay for plate glass insurance.

[Handwritten initials]
MOR (Initials)
MOR (Initials)
[Handwritten initials]

Enjoyment;
subordination
to Mortgage

during the term of this lease, or for so long as Tenant shall not be in default hereunder. Tenant agrees that this lease shall be subordinate to any lien Landlord may cause to be imposed on the premises, provided that such lien holder and persons claiming thereunder shall not disturb Tenant's possession under this lease so long as Tenant shall not be in default hereunder. Tenant agrees to execute any appropriate instrument effecting such subordination.

Trade
Fixtures

11. Tenant shall have the right to remove any trade fixtures or other fixtures installed by Tenant, provided Tenant shall be responsible for repair of any damages to the freehold occasioned by the removal thereof.

Inspection
of Premises

12. The Tenant agrees that the Landlord shall have the right to inspect the premises at all reasonable times during business hours, and to place upon the same, for and during the period of ninety (90) days prior to the termination of this lease, sale or rent notices or signs, in such part thereof as it may designate, continuously during the period aforesaid.

Fire
Damage

13. In the event the said premises are damaged by fire, storm, the elements, act of God, unavoidable accident and/or the public enemy, but not to such an extent as to render the same untenable, then the Landlord shall restore said premises as speedily as possible and there shall be no abatement of rent; and if the said premises are injured or damaged by any of the aforesaid causes only to such an extent as to render them partially untenable the Landlord shall restore such premises so injured or damaged as speedily as possible, rent to abate proportionately on such part of said premises as may have been rendered wholly untenable until such time as such part shall be fit for occupancy, and after which time the full amount of rent reserved in this lease shall be payable as hereinbefore set out. And if said premises (or the building in which the demised premises are located) are injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this lease shall, at the option of the Landlord, thereupon become null and void and all liability of the Tenant shall terminate upon payment of all rent due and payable to the date of such happening.

Condemnation

14. If the whole or any part of the demised premises shall be taken under the power of eminent domain, or shall be sold by the Landlord under threat of condemnation proceedings, then this lease shall terminate as to the part so taken or sold on the day when Tenant is required to yield possession thereof, and Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken or sold to useful condition, and the rental hereinbefore specified shall be reduced proportionately as to the portion of the demised premises so taken or sold. If the amount of the demised premises so taken or sold is such as to impair substantially the usefulness of the demised premises for the purposes for which the same are hereby leased, then Tenant shall have the option to terminate this lease as of the date when Tenant is required to yield possession. In any and all events, all compensation awarded or paid for any such taking or sale of the fee and the leasehold, or any part thereof, shall belong to and be the property of the Landlord, except for such part of such award as shall be made to Tenant for relocation of his business, or on account of the taking of fixtures installed by the Tenant, which shall not have become the property of the Landlord. Landlord shall notify Tenant of receipt of notice of condemnation.

Default
by Tenant

15. (a) In the event of the appointment of a receiver or trustee for the Tenant in any court, which appointment is not vacated in thirty (30) days, or if the Tenant is adjudicated bankrupt or insolvent or makes an assignment for the benefit of creditors, or in the event of the failure of the Tenant to pay the rent reserved hereunder within ten (10) days of the due date thereof, or in the event of the violation of any of the other covenants, terms or conditions of this lease by the Tenant, which violation shall remain uncured for a period of fifteen (15) days after notice thereof in writing, the Landlord may, at his option, in any such event, cancel and annul this lease, in which event he shall be entitled to the benefit of all the provisions of law for the speedy recovery of lands and tenements as against a tenant holding over, now in force or which may hereafter be enacted including but not by way of limitations, payment by Tenant of all rent payments that are then due, and a sum equal to rent payments



which will become due for the balance of the term discounted at the then discount rate of the Federal Reserve Bank plus one percent, or he may relet the said premises for any unexpired balance of the term and collect the rent therefor. And in any event, the Landlord may distrain, by any legal means, for any overdue instalment of rent or rental payment hereinabove provided for, and may enter the property for such purpose by force if necessary without liability (which liability is hereby expressly waived). In the event of reletting by the Landlord without cancellation of this lease, the reletting shall be on such terms, conditions and rentals as the Landlord may deem proper, and the proceeds that may be collected from the same, less the expense of reletting, including necessary renovations and alteration of the demised premises for the new tenant, reasonable attorney's fees, and broker's commissions, shall be applied against the rental to be paid by the Tenant, and the Tenant shall be liable for any balance that may be due under this lease, and such reletting shall not operate as a termination of this lease or as a waiver or postponement of any right of the Landlord against the Tenant.

**Tenant
Holding
Over**

(b) If the Tenant shall not immediately surrender possession of the premises at the termination of this lease, the Tenant shall become a tenant from month to month, provided rent shall be paid to and accepted by the Landlord, in advance, at the rate of rental payable hereunder just prior to the termination of this lease; but unless and until the Landlord shall accept such rental from the Tenant, the Landlord shall continue to be entitled to re-take possession of the premises without any prior notice whatever to Tenant. If the Tenant shall fail to surrender possession of the premises immediately upon the expiration of the term hereof, the Tenant hereby agrees that all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this lease shall be equally applicable during such period of subsequent occupancy, whether or not a month to month tenancy shall have been created as aforesaid.

Waiver

(c) Any waiver of any covenant or condition of this lease shall extend to the particular case only, and only in the manner specified, and shall not be construed as applying to or in any way waiving any further or other rights hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of the Landlord's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise.

Notices

16. Any notice required or permitted by this lease, to be given by either party to the other, may be either personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing, the date of so depositing or date of personal delivery, being taken as the date of the giving of such notice.

Notice to Landlord:

~~Real Estate Department~~
~~Equitable Life Assurance Society~~
~~XXXXXXXXXXXXXXXXXXX~~
~~New York, New York~~

Notice to Tenant:

Wolk Press, Inc.
1815 Whitehead Road
Woodlawn, Md. 21207

~~with copy to:~~

Property Manager
~~XXXXXXXXXXXXXXX~~
Equitable Life Assurance Society
P.O. Box 7674
Baltimore, Maryland 21207

Miscellaneous

17 (a) The use of the singular herein shall include the plural and vice versa, and the use of the masculine personal pronoun shall include all genders. The covenants herein shall be binding upon, and the rights hereunder shall inure to the benefit of, the parties, their personal representatives, successors and assigns, except that the Tenant's rights hereunder shall inure only to such assigns as are consented to by the Landlord pursuant to paragraph 8 hereof. This lease constitutes the entire agreement between the parties in respect of the premises, and there are no oral agreements between the parties in connection herewith.



(b) If any covenant, agreement or condition of this lease or the agreement made by any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this lease shall not be affected thereby. Each covenant, agreement or condition of this lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

WITNESS:



THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By 
_____ Landlord

WOLK PRESS, INC.



By 
_____ Tenant

RIDER NO. 1

During the Term of this lease, should the use of the demised premises for a parking area and driveway as described in Exhibit A, be prohibited, limited or restricted by the terms of any restrictions, covenants, regulations, ordinance or zoning resolution, the Tenant or Landlord may upon 30 days notice in writing terminate this lease.



PROPERTY OWNER'S EXHIBIT 6A

Baltimore County has a program designed to promote CAR POOLING. Attached is a Baltimore County form which describes the Program. If you think you can benefit from the Program, at your option, complete the application and return the same to Baltimore County.

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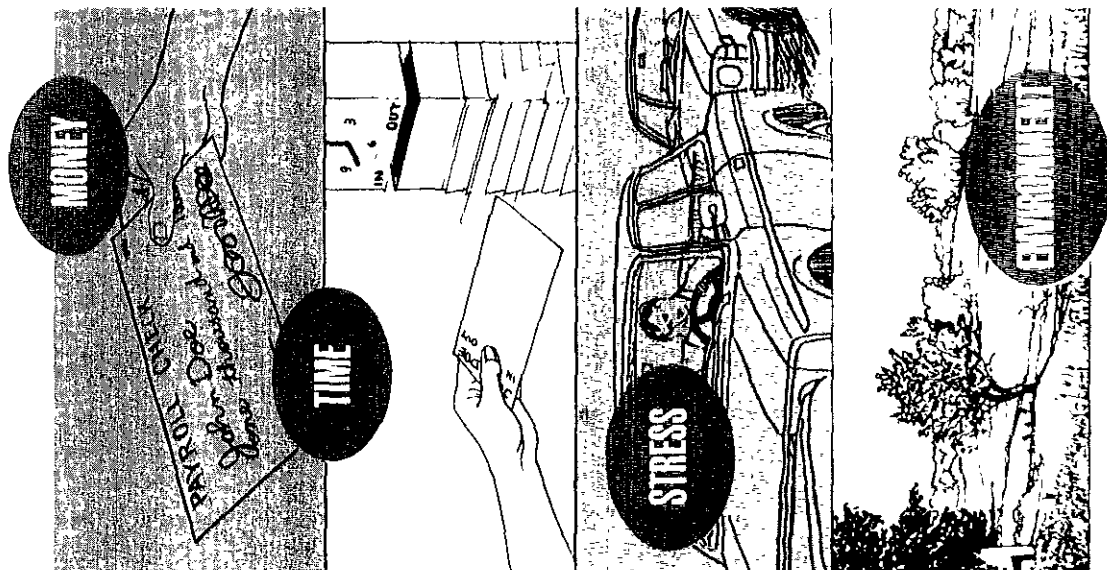
Baltimore County has a program designed to promote CAR POOLING. Attached is a Baltimore County form which describes the Program. If you think you can benefit from the Program, at your option, complete the application and return the same to Baltimore County.

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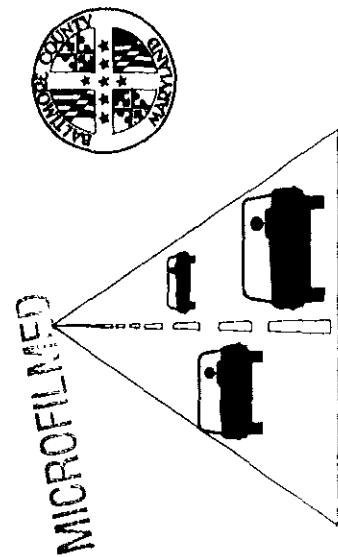
MICROFILMED

BY USING CARPOOLS,
VANPOOLS, MTA BUSES,
SUBWAY, LIGHT RAIL,
OR MARC TRAINS TO
GET TO WORK CAN

SAVE:



YOUR
EMPLOYER
AND THE
BALTIMORE
COUNTY
COMMUTER
ASSISTANCE
OFFICE
WANT YOU
TO KNOW
ABOUT A
FREE
SERVICE
AVAILABLE
TO YOU



PLACE
STAMP
HERE

SEND TO:

COMMUTER ASSISTANCE
BALTIMORE COUNTY
401 BOSLEY AVENUE/SUITE 405
TOWSON, MARYLAND 21204

THE HIDDEN COSTS OF DRIVING

Compare the costs and save by ridesharing!

FOR INFORMATION CALL:
887-3554

COST (CENTS) PER MILE CHART					
AUTO SIZE	ORIGINAL COST DEPRECIATION	MAINTENANCE ACCESSORIES PARTS/TIRES	GAS/OIL (INCLUDES TAXES)	INSURANCE	TOTAL COST
Large	10.2	6.4	6.9	5.7	29.2
Medium	9.1	5.5	5.8	6.5	26.7
Compact	7.7	4.9	4.6	5.0	22.2
Subcompact	6.3	5.4	4.3	5.8	21.8

Source: Federal Highway Administration, 1989

Fill in the blanks to calculate your own total cost...

$$\begin{array}{rcl} \text{Round Trip Commuting Distance} & \times & \text{Total Cost From Left For Your Type Of Car} \\ \hline & & \text{Daily Round Trip Commuting Cost} \\ \\ \text{Daily Round Trip Cost} & \times & \text{Avg. Workdays/Month} \\ \hline & & \text{Monthly Round Trip Commuting Cost} \end{array}$$

YES, I'm interested in RIDESHARING

I understand that, by completing this ridesharing application, I am under no obligation to join any ridesharing arrangement. No fees will be charged to me, and all information given by me will be confidential-for use by the BALTIMORE COUNTY COMMUTER ASSISTANCE OFFICE.

(Please print, using only one letter per space. Abbreviate where necessary. Provide apartment number if applicable.)

HOME INFORMATION	1 First name _____ Last Name _____
	Home address _____ Number & Street _____
WORK INFORMATION	City _____ State _____ Zip _____
	Cross street nearest your home _____ County _____
WORK SCHEDULE	Have you previously applied for ridesharing assistance? <input type="radio"/> Yes <input type="radio"/> No
	2 Work address _____
PHONE/VANPOOL	Name of building _____
	<input type="checkbox"/> Place a Y in the box if you have a car available for carpooling
OFFICE USE ONLY	48 How do you usually get to work? Check only one.
	<input type="checkbox"/> Drive alone <input type="checkbox"/> Bus <input type="checkbox"/> Bicycle/motorcycle <input type="checkbox"/> Vanpool <input type="checkbox"/> Carpool <input type="checkbox"/> Train <input type="checkbox"/> Walk(only) <input type="checkbox"/> Other
OFFICE USE ONLY	3 EXAMPLE Show 8:30 A.M. as
	Arrive at work _____ : _____ A.M. P.M. Leave work _____ : _____ A.M. P.M. Are your work hours flexible by at least 30 minutes? <input type="checkbox"/> Yes <input type="checkbox"/> No
OFFICE USE ONLY	Place a Y in the box if we may send you more information about:
	<input type="checkbox"/> Vanpooling <input type="checkbox"/> Becoming a vanpool driver or back-up driver
OFFICE USE ONLY	Employer number _____
	Team number _____
OFFICE USE ONLY	Home grid _____
	Work grid _____
OFFICE USE ONLY	Preferred phone no. _____ Extension _____
	<input type="checkbox"/> Home phone <input type="checkbox"/> Work phone

4. Mr. Dilli has been in the book manufacturing business for forty (40) years and the operation of a fully integrated book manufacturer of soft cover and paperback books cannot be accomplished with twenty-five persons or less directly in the manufacturing process during the day shift that employs the minimum persons. The operation is labor intensive and requires employees at all the various pieces of equipment necessary to manufacture these books, including but not limited to, the presses, the bindery equipment, the folding equipment, the sewing equipment, etc. The limitation of twenty-five persons creates an undue hardship on United because its application to United at this far would render it impossible to conduct its operation as a fully integrated book manufacturer, forcing it to close its operation on Whitehead Road and finding alternative space at considerable expense to United.

5. United is the contract purchaser of Parcel A, and pursuant to the contract of sale shown at the hearing, it has the authority to pursue the relief requested in this Petition as it pertains to Parcel A. The current legal owners of Parcel A, present through Mr. Leroy E. Wolk, purchased what now consists of Parcel A pursuant to two deeds, the first being a deed dated October 24, 1963, introduced as ~~Petitioner's Exhibit No. 1~~, and the second, for the rear yard portion of Parcel A, being a deed dated October 25, 1982, introduced as ~~Petitioner's Exhibit No. 2~~. *into evidence*
into evidence
Wolk Press Co. built the current building on Parcel A between 1963 and 1982 and used the facility as a book manufacturer in the areas of catalogs and brochures. The only available parking on Parcel A are the ten (10) spaces in front of the building. The building on Parcel A is a one (1) story improvement with a building height of approximately 20' consisting of both office and manufacturing space, totaling approximately 35,430 square feet.

6. The rear yard of Parcel A cannot be reached by vehicle and is totally unusable because of its steep slope and topography. There have been no additions or expansions made to the existing building since its completion in 1982. There are no additional areas on Parcel A that can be used for parking and there has been no expansion into areas that could have been utilized for parking by the legal owners. In fact, parking spaces that were historically available for use by the owners of Parcel A have been lost due to the expiration of a lease for an original term of 15 years which ended March 31, 1996, a copy of which was introduced as Petitioner's Exhibit No. 3. This lease allowed the current owners of Parcel A to lease land that was contiguous with and adjacent to the eastern building line of the building on Parcel B for additional parking. The current owners of that leased portion has refused to either lease or sell that area of land to the current owners.

7. The proposed use of Parcel A by United is to expand into case bound and hard cover book manufacturing, thereby enabling United to be a fully integrated book manufacturer of

IN RE: PETITION FOR VARIANCE * BEFORE THE
5/2 Whitehead Road, 530' W of * DEPUTY ZONING COMMISSIONER
Woodlawn Drive
(1807 & 1815 Whitehead Road) * OF BALTIMORE COUNTY
1st Election District
2nd Councilmanic District * Case No. 96-477-A
Leroy E. Wolk, et al - Owners; and
United Book Press, Inc., Contract Purchasers

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner as a Petition for Variance for the properties known as 1815 and 1807 Whitehead Road, also known as Parcels A and B, respectively, located in the vicinity of Woodlawn Drive and Security Boulevard in Woodlawn. The Petition was filed by the owners of Parcel A, Leroy E. Wolk and Daniel Katz, Surviving Partners of the LSD Partnership, and Leroy E. Wolk, Stanford G. Gann, Andrew Sandier, and Sidney Levin, as Trustees Under the Wills of Dorothea P. Wolk and Seymour Wolk, and the Contract Purchasers of Parcel A, (owners of Parcel B), United Book Press, Inc., by George Dilli, President, through their attorney, Anthony P. Palaigos, Esquire. The Petitioners seek relief from Section 233.3.B and 233.3.C to permit 30 and 55 manufacturing employees per establishment on Parcel A and Parcel B, respectively, in lieu of the maximum permitted 25 persons for each establishment and to approve a modified plan, accordingly, and from Sections 409.6.A.2 and 3 to permit 47 parking spaces for both parcels combined in lieu of the required 56. The subject properties and relief sought are more particularly described on the site plan submitted which was accepted and marked into evidence as Petitioner's Exhibit 1.

Appearing at the hearing on behalf of the Petition were Leroy E. Wolk, General Partner of LSD Partnership, Owners of Parcel A, George Dilli, President of United Book Press, Inc., Owners of Parcel B and Con-

tract Purchasers of Parcel A, William P. Monk, Land Planning and Zoning Consultant who prepared the site plan for this project, and Anthony G. Palaigos, Esquire, attorney for the Petitioners. Also in attendance were Jamie Gilbert of the Baltimore County Economic Development Commission, and Howard L. Alderman, Esquire. There were no Protestants present.

Testimony and evidence offered at the hearing revealed that the subject properties are adjoining parcels, consisting of a combined area of 3.333 acres, more or less, zoned B.M.-I.M. Both properties, identified as Parcels A and B on Petitioner's Exhibit 1, have been, or are currently in use as a printing/book manufacturing business, and are improved with a large one-story building. The Petitioners are desirous of combining the two operations, and thus, the requested variances and approval of a modified site plan are necessary.

By way of background, testimony revealed that United Book Press, Inc. (United) is a Maryland corporation which in 1990, began its operations as a tenant, leasing 30,000 sq.ft. of space on Parcel B as a book manufacturer, which is a permitted use. Ultimately, United's operation expanded into the remaining 20,000 sq.ft. of space on Parcel B. United is a fully integrated book manufacturer of soft cover and paperback books. As such, United does off-set printing, binding, sewing, folding, packaging and shipping of its book products to its customers. Testimony indicated that United purchased Parcel B, by Deed dated December 8, 1994, a copy of which was introduced into evidence. As noted above, Parcel B is improved with a one-story manufacturing facility, with combined office and manufacturing space of 51,302 sq.ft. There have been no additions made to the building and United has not enlarged the building into areas on Parcel B that could have been used for parking. The exterior dimensions of the building have

remained the same since United has been occupying and using the land and buildings on Parcel B, both as a tenant originally, and subsequently, as Owner. Presently, 37 parking spaces are provided on Parcel B. There is a rear yard directly behind the building, however, it cannot be accessed by vehicle or utilized for parking due to its steep slope and topography. There is no other available space on Parcel B where additional parking spaces can be provided.

United has contracted to purchase Parcel A, and, pursuant to the contract of sale shown at the hearing, has the authority to pursue the relief requested in the Petition for Variance as it pertains to Parcel A. The current legal owners of Parcel A, present through Mr. Leroy E. Wolk, purchased what now consists of Parcel A, pursuant to two deeds: the first being a deed dated October 24, 1963 and the second, being the rear yard portion of Parcel A, by deed dated October 25, 1982. The Wolk Press Company built the existing building on Parcel A between 1963 and 1982 and used the facility as a book manufacturer in the areas of catalogs and brochures. That building is a one-story manufacturing facility consisting of approximately 35,430 sq.ft. There have been no additions or expansions made to the existing building since its completion in 1982. The only available parking on Parcel A are the 10 spaces located in front of the building.

The proposed use of Parcel A by United Book Press, Inc. is to expand into case bound and hard cover book manufacturing, thereby enabling United to be a fully integrated book manufacturer of both soft cover and hard cover books. The expanded use within the existing building on Parcel A will require the purchase and installation of additional and different

equipment than what is in use on Parcel B, and the operation of such equipment to manufacture hard cover books is also labor intensive.

In support of the relief requested from Sections 233.3.B & C, testimony revealed that Mr. Dilli has been in the book manufacturing business for 40 years. Testimony indicated that the day shift of a fully integrated book manufacturer of soft cover and paperback books cannot operate efficiently with 25 persons or less. The operation is labor intensive and requires employees at all the various pieces of equipment necessary to compile these books, including, but not limited to, the presses, the bindery equipment, the folding equipment, the sewing equipment, etc. The limitation of 25 persons or less creates an undue hardship for this Petitioner because its application at the subject location would render it impossible to conduct its business as a fully integrated book manufacturer. Likewise, a fully integrated book manufacturer for hard cover books cannot operate with 25 persons or less who are directly engaged in the manufacturing process during the day shift, which would employ the most persons. Enforcement of the 25 person limit would create an undue hardship to the Petitioner, and would, in fact, prevent United from using Parcel A as a fully integrated hard cover book manufacturing facility, even though it is a permitted use.

The Petitioners have also requested a parking variance from Section 409.6.A.2 & 3. As is the case with Parcel B, the rear yard of Parcel A cannot be reached by vehicle and is totally unusable due to the steep slope and topography. There are no additional areas on Parcel A that can be used for parking and there has been no expansion into areas that could have been used for parking. In fact, parking spaces that were historically available for use by the owners of Parcel A have been lost

due to the expiration of a lease, which expired March 31, 1996, after an original term of 15 years. A copy of this lease was introduced as Petitioner's Exhibit 3. This lease allowed the current owners of Parcel A to lease land that was contiguous with and adjacent to the eastern building line of the building on Parcel B for additional parking; however, the current owners of that land have refused to either lease or sell that portion of land to the owners of Parcel A.

Through the joint efforts and cooperation between United Book Press, Inc. and Baltimore County, there currently is available street parking on Whitehead Road and efforts are being undertaken, as of the date this Petition was filed, to expand that number of street spaces available for parking. There currently exists sufficient parking on both Parcels A and B to accommodate the employees and customers of United and the available 28 spaces on Whitehead Road are sufficient to accommodate any additional demand for parking by employees and customers. There will be no impact of any kind whatsoever on the residential community closest to Parcels A and B because there is a wooded buffer between that residential community and Whitehead Road, and there is no direct street access off of Whitehead Road into that residential community. Moreover, United has distributed and encouraged its employees to participate in Baltimore County's ride sharing program as evidenced by the introduction of Petitioner's Exhibit 6.

The testimony offered was uncontradicted and showed clearly that the conditions that exist and which justify the variance and modified plan are peculiar and unique to the land and existing buildings on Parcels A and B. Additionally, the proffered testimony showed that strict compliance with the B.C.Z.R. would unreasonably prevent the use of Parcels A and

B by United as a fully integrated book manufacturer, which is a permitted use under the existing zoning classifications, thereby resulting in practical difficulty to the Petitioner with regard to the parking requirements, and an undue hardship with regard to the maximum number of persons engaged in the manufacturing process during the peak, day shift. It is clear that the relief requested is the minimum relief necessary to grant substantial justice to the Petitioner as well as other property owners in the district, and is within the spirit and intent of the B.C.Z.R.

Based upon the testimony and evidence presented, it is apparent that the requested relief is necessary as a result of the size and shape of Parcels A and B as recorded and the nature of the existing and proposed use of Parcels A and B. The B.C.Z.R., specifically, Section 307.1 thereof, established a two-step process for the granting of variances. That two-step process was addressed and identified by the Court of Special Appeals in the case of Cromwell v. Ward, 102 Md. App. 691 (1995). The opinion in that case, issued January 4, 1995, and authored by the Honorable C. Cathell, interpreted our regulations to require the applicant to establish the following:

First, the applicant (Petitioner) must prove, and this Deputy Zoning Commissioner must find, that the "uniqueness and peculiarity of the subject property causes the zoning provision to impact disproportionately upon that property".

I find from the testimony and evidence presented in this case that the subject properties are unique, unusual and different from properties which surround them so as to cause the applicable zoning provisions to impact disproportionately upon both Parcels A and B.

Having satisfied this "first step", the applicant (Petitioner) must proceed to the "second step" of this variance process, which is to show that strict compliance with the B.C.Z.R. would result in a practical difficulty or unreasonable hardship.

The practical difficulty or unreasonable hardship guidelines that have been imposed by the B.C.Z.R. have been thoroughly examined and discussed by the Appellate courts of this State. In Lovola Federal Savings & Loan Association v. Bueckman, 227 Md. 243, 176 A.2d, 355 (1961), the Court of Appeals considered the identical regulation to Section 307.1 of the B.C.Z.R.

As the Court noted: "Section 107 of the Regulations uses the two terms (practical difficulty or unreasonable hardship) in the disjunctive." Lovola Federal, at 355. Thus, by the use of the term "or", Section 107 offers the Petitioner an opportunity to obtain its variance upon satisfaction of either the undue hardship or practical difficulty standard.

The distinction between these standards was clarified by the Court of Special Appeals in Anderson v. Board of Appeals, Town of Chesapeake Beach, 26 Md. App. 28, 302 A.2d, 240 (1974). Within that opinion, the Court held that the undue hardship standard applies to a petition for a use variance. The Court noted that a use variance, which permits a use on the property other than that specifically permitted in that particular district, requires the imposition of a higher standard. That is, to allow the change or demonstrate real hardship, where the land cannot allow a reasonable return if used only in accordance with the use restrictions of the ordinance.

Compared with this heavy burden, the Court reviewed the practical difficulty standard applicable for area variances. The Court characterized

area variances as having a much less drastic affect than use variances, in that they seek relief only from height, area, setback or side property line restrictions, and would not affect the property's use, per se. The Court envisioned the impact of area variances on the surrounding locale to be less than that generated by use variances, and thus, the lesser practical difficulty standard applies. The prongs of that standard which must be satisfied by the Petitioner, as enunciated in Anderson, supra, are as follows:

1) Whether compliance with the strict letter of restrictions governing area setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome;

2) Whether a grant of the variance applied for would do substantial justice to the applicant as well as to other property owners in the district or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners; and,

3) Whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

Anderson v. Bd. of Appeals, Town of Chesapeake Beach, 26 Md. App. 28 (1974). See, also, McLean v. Solov, 270 Md. 208 (1972) at 214-215.

I find from the testimony and evidence presented at the hearing before me that the Petitioner has, in fact, proven the practical difficulty standards as set forth above, and that the variances requested should be granted. I also find from the testimony and evidence presented before me that the Petitioner has in fact proven that the requirements set forth in Section 233.3.B of the B.C.Z.R. creates an undue hardship on the Petitioner and that the modified plan should be approved. I further find that the granting of these variances and the approval of the modified plan is in

strict harmony with the spirit and intent of the B.C.Z.R. and the granting of this relief is accomplished without injury to the public health, safety or general welfare.

Pursuant to the advertisement, posting of the properties and public hearing on this Petition held, and for the reasons set forth above, the relief requested should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 17th day of July, 1996 that the Petition for Variance seeking relief from Section 233.3.B and 233.3.C to permit 30 and 55 manufacturing employees per establishment in Parcel A and Parcel B, respectively, in lieu of the maximum 25 per establishment, and to approve a modified plan, in lieu of Section 409.6.A.2 and 3 to permit 47 parking spaces for both parcels combined in lieu of the required 56, in accordance with Petitioner's Exhibit 1, be and is hereby GRANTED, subject to the following restriction:

- 1) The Petitioners may apply for their building permit and be granted same upon receipt of this Order; however, Petitioners are hereby made aware that proceeding at this time is at their own risk until such time as the 30-day appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the relief granted herein shall be rescinded.

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

THK:bjs

Baltimore County Government
Zoning Commissioner
Office of Planning and Zoning

Suite 112 Courthouse
409 Washington Avenue
Towson, MD 21204

(410) 887-4386

July 18, 1996

Anthony P. Palaigos, Esquire
Blum, Yunkas, Mailman, Gutman & Denick
1200 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201-2914

RE: PETITION FOR VARIANCE
S/S Whitehead Road, 530' W of Woodlawn Drive
(1807 & 1815 Whitehead Road)
1st Election District - 2nd Councilmanic District
Leroy E. Wolk, et al - Owners; and
United Book Press, Inc., Contract Purchasers
Case No. 96-477-A

Dear Mr. Palaigos:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Variance has been granted in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

THK:bjs

cc: Mr. George Dilli, President, United Book Press, Inc.
1807 Whitehead Road, Baltimore, Md. 21207

Mr. William P. Monk
222 Bosley Avenue, Suite C-6, Towson, Md. 21204

Mr. Jamie Gilbert, Economic Development Commission
People's Counsel; Case File



Petition for Variance
to the Zoning Commissioner of Baltimore County

for the property located at 1807 & 1815 WHITEHEAD ROAD
which is presently zoned RM-IM

This Petition shall be filed with the Office of Zoning Administration & Development Management. The undersigned, legal owner(s) of the property situated in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from the Zoning Regulations of Baltimore County, for the following reasons: (Indicate hardship or practical difficulty.)
SECTION 233.3.B & 233.3.C TO PERMIT 30 AND 55 MANUFACTURING EMPLOYEES PER ESTABLISHMENT IN PARCEL A AND PARCEL B RESPECTIVELY IN LIEU OF THE MAXIMUM OF 25 PER ESTABLISHMENT AND TO APPROVE A MODIFIED PLAN.
SECTION 409.6.A.2 & 3 TO PERMIT 47 PARKING SPACES FOR BOTH PARCELS COMBINED IN LIEU OF THE REQUIRED 56.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County, for the following reasons: (Indicate hardship or practical difficulty.)
THE LABOR INTENSIVE NATURE OF THE PRINTING OPERATIONS REQUIRE ADDITIONAL SKILLED EMPLOYEES ALTHOUGH NO BUILDING EXPANSION IS PROPOSED.

THE EXISTING SITE IMPROVEMENTS (BUILDINGS AND PARKING AREAS) PROHIBITS ANY FURTHER EXPANSION OF THE PARKING AREAS.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

CONTRACT PURCHASER PARCEL A
LEGAL OWNER OF PARCEL B

UNITED BOOK PRESS, INC.

1807 WHITEHEAD ROAD

BALTIMORE MARYLAND 21207

Attorney for Petitioner

ANTHONY P. PALAIGOS

2 HOPKINS PLAZA, 385-4027

BALTIMORE MARYLAND 21201

Attorney for Respondent

STANFORD G. GANN, ESQUIRE

2 HOPKINS PLAZA, SUITE 900 539-3700

BALTIMORE MD 21201

ESTIMATED LENGTH OF HEARING

the following date: _____

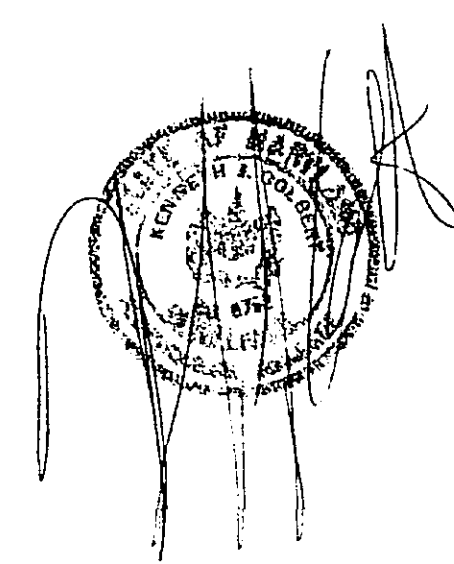
REVIEWED BY: _____

DATE: _____

ZONING DESCRIPTION
UNITED BOOK PRESS
1807 - 1815 WHITEHEAD ROAD
1ST ELECTION DISTRICT
BALTIMORE COUNTY, MARYLAND

BEGINNING FOR THE SAME ON THE SOUTHERNMOST RIGHT OF WAY LINE OF WHITEHEAD ROAD (70 FEET WIDE), SAID POINT BEING 530 FEET +/- WEST OF THE INTERSECTION OF WHITEHEAD ROAD AND WOODLAWN DRIVE. THENCE DEPARTING SAID POINT SO FIXED AND BINDING ON SAID SOUTHERLY RIGHT OF WAY LINE AND RUNNING (1) WESTERLY BY A LINE CURVING TO THE LEFT WITH A RADIUS OF 1200.00 FEET FOR A DISTANCE OF 158.55 FEET. (2) SOUTH 60 DEGREES 34 MINUTES 02 SECONDS WEST 252.96 FEET. (3) SOUTHWESTERLY BY A LINE CURVING TO THE LEFT WITH A RADIUS OF 630.00 FEET, FOR A DISTANCE OF 47.04 FEET, LEAVING SAID RIGHT OF WAY LINE AND RUNNING (4) SOUTH 33 DEGREES 42 MINUTES 40 SECONDS EAST 339.87 FEET AND (5) NORTH 60 DEGREES 42 MINUTES 02 SECONDS EAST 211.40 FEET. (6) NORTH 67 DEGREES 34 MINUTES 49 SECONDS EAST 265.63 FEET. (7) NORTH 25 DEGREES 29 MINUTES 34 SECONDS WEST 55.00 FEET. (8) SOUTH 76 DEGREES 45 MINUTES 37 SECONDS WEST 130.12 FEET. (9) NORTH 13 DEGREES 14 MINUTES 23 SECONDS WEST 282.72 FEET TO THE PLACE OF BEGINNING.

CONTAINING 3.333 ACRES OF LAND MORE OR LESS.



CERTIFICATE OF POSTING
ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District: 17 Date of Posting: 7/18/96
Posted for: Leroy E. Wolk, et al - Owners
Petitioner: Leroy E. Wolk, et al - Owners
Location of property: 1807 Whitehead Road, Baltimore, Md. 21207
Location of Sign: 1807 Whitehead Road, Baltimore, Md. 21207
Remarks: _____
Posted by: Timothy M. Kotroco
Date of return: 7/18/96
Number of Signs: 1

CERTIFICATE OF PUBLICATION

TOWSON, MD., 6/20, 1996

THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 6/20, 1996.

THE JEFFERSONIAN,
A. Henrichsen
LEGAL AD. - TOWSON

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the petition for a Variance from the Zoning Regulations of Baltimore County, for the following reasons: (Indicate hardship or practical difficulty.)
SECTION 233.3.B & 233.3.C TO PERMIT 30 AND 55 MANUFACTURING EMPLOYEES PER ESTABLISHMENT IN PARCEL A AND PARCEL B RESPECTIVELY IN LIEU OF THE MAXIMUM OF 25 PER ESTABLISHMENT AND TO APPROVE A MODIFIED PLAN.
SECTION 409.6.A.2 & 3 TO PERMIT 47 PARKING SPACES FOR BOTH PARCELS COMBINED IN LIEU OF THE REQUIRED 56.
The hearing will be held on July 19, 1996 at 2:00 p.m. in Room 112, Old Courthouse.
LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County
NOTES: (1) Hearings are handicapped accessible; for special accommodations please call 887-3353.
(2) For information concerning the file and/or hearing, please call 887-3391.

BALTIMORE COUNTY, MARYLAND
OFFICE OF FIN. & REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

DATE: 7/18/96 ACCOUNT: 96-477-A
AMOUNT: \$ 225.00
RECEIVED FROM: 1807 Whitehead Road
FOR: 1807 Whitehead Road
VALIDATION OR SIGNATURE OF CASHIER

Baltimore County Government
Office of Zoning Administration
and Development Management

111 West Chesapeake Avenue
Towson, MD 21204

(410) 887-3353

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County Zoning Regulations require that notice be given to the general public/neighborhood property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for posting and advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements.

PAYMENT WILL BE MADE AS FOLLOWS:

- 1) Posting fees will be assessed and paid to this office at the time of filing.
- 2) Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

Arnold Jablon, Director

For newspaper advertising:

Item No.: 487

Petitioner: UNITED BOOK PRESS INC

Location: 1807-1815 WHITEHEAD ROAD

PLEASE FORWARD ADVERTISING BILL TO:

NAME: GEORGE DILLI

ADDRESS: 1807 WHITEHEAD ROAD

BALTIMORE MD 21207

PHONE NUMBER: 938-4044

At:ggs

(Revised 04/09/93)

To: PUTZEMER PUBLISHING COMPANY
June 20, 1996 Issue - Advertisement

Please forward billing to:

George Dilli
1807 Whitehead Road
Baltimore, MD 21207
944-4044

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in Room 112 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204 or Room 112, Old Courthouse, 409 Washington Avenue, Towson, Maryland 21204 as follows:

Case Number: 96-477-A (Item 487)
1807 and 1815 Whitehead Road
S/S Whitehead Road, 530' +/- W of Woodlawn Drive
1st Election District - 2nd Councilmanic
Legal Owner(s): Leroy E. Wolk and Daniel Katz, Surviving Partners of L&D Partnership
Contract Purchaser: Parcel A - United Book Press, Inc.
Contract Purchaser: Parcel B - United Book Press

Variance to permit 30 and 55 manufacturing employees per establishment in Parcel A and Parcel B respectively in lieu of the maximum of 25 per establishment and to approve a modified plan to permit 47 parking spaces for both parcels combined in lieu of the required 56.

HEARING: TUESDAY, JULY 9, 1996 at 2:00 p.m. in Room 112, Old Courthouse.

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 887-3391.



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

June 14, 1996

NOTICE OF HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the property identified herein in Room 106 of the County Office Building, 111 W. Chesapeake Avenue in Towson, Maryland 21204

or
Room 118, Old Courthouse, 400 Washington Avenue, Towson, Maryland 21204 as follows:

CASE NUMBER: 96-477-A (Item 487)

1807 and 1815 Whitehead Road
S/S Whitehead Road, 530 1/2 W of Woodlawn Drive
1st Election District - 2nd Councilmanic
Legal Owner(s): Parcel A - Leroy E. Wolk and Daniel Katz, Surviving Partners of L&D Partnership
Parcel B - United Book Press, Inc.
Contract Purchaser: Parcel A - United Book Press

Variance to permit 30 and 55 manufacturing employees per establishment in Parcel A and Parcel B respectively in lieu of the maximum of 25 per establishment and to approve a modified plan; to permit 47 parking spaces for both parcels combined in lieu of the required 56.

HEARING: TUESDAY, JULY 9, 1996 at 2:00 p.m. in Room 118, Old Courthouse.

Arnold Jablon
Director

cc: Leroy Wolk and Daniel Katz
Stanford G. Ginn, Esq.
United Book Press, Inc.
Anthony P. Palaigos, Esq.

NOTES: (1) ZONING STICK & POST MUST BE RETURNED TO RM. 104, 111 W. CHESAPEAKE AVENUE ON THE HEARING DATE.
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 887-3353.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 887-3391.

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on Recycled Paper



Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204

July 3, 1996

Anthony P. Palaigos, Esquire
2 Hopkins Plaza
Baltimore, MD 21201

RE: Item No.: 487
Case No.: 96-477-A
Petitioner: Leroy E. Wolk

Dear Mr. Palaigos:

The Zoning Advisory Committee (ZAC), which consists of representatives from Baltimore County approval agencies, has reviewed the plans submitted with the above referenced petition, which was accepted for processing by Permits and Development Management (PDM), Zoning Review, on June 4, 1996.

Any comments submitted thus far from the members of ZAC that offer or request information on your petition are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. Only those comments that are informative will be forwarded to you; those that are not informative will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency or Roslyn Eubanks in the zoning office (887-3391).

Sincerely,

W. Carl Richards, Jr.
W. Carl Richards, Jr.
Zoning Supervisor

WCR/re
Attachment(s)

Printed with Soybean Ink
on Recycled Paper

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director, PDM
FROM: Arnold F. "Pat" Keller, III, Director, OP
SUBJECT: 1807 & 1815 Whitehead Road

INFORMATION:

Item Number: 487
Petitioner: United Book Press, Inc.
Property Size: _____
Zoning: BM-1M
Requested Action: _____
Hearing Date: 7/9/96

SUMMARY OF RECOMMENDATIONS:

The subject property is located in an area designated "Employment Center" by the Baltimore County Growth Management Map adopted by Baltimore County Planning Board on June 15, 1995.

The Baltimore County Master Plan 1989-2000 growth management policy suggests that in Employment Centers, we should "promote higher intensity new development and redevelopment of older areas instead of rezoning new areas."

The Office of Planning supports the petitioner's requested variances to allow 30 and 55 manufacturing employees per establishment in parcel A and parcel B, respectively, in lieu of the maximum of 25 employees per establishment.

The Office of Planning, however, suggests that the petitioner contact the individual listed below in order to discuss possible mitigation of the requested variances via ride share efforts and public transportation:

Batay Brewer, Rideshare Coordinator
Baltimore County Department of Public Works
401 Bosley Avenue
Towson, Maryland 21204
Phone - (410) 887-3554
Fax - (410) 887-5784

Prepared by: *Jeffrey W. Long*

Division Chief: *Caryl K. ...*

PK/JL/lw
ITEM487/PZONE/ZAC1

BALTIMORE COUNTY, MARYLAND
INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits & Development
Management
Date: June 21, 1996

FROM: Robert W. Bowling, Chief
Development Plans Review Division

SUBJECT: Zoning Advisory Committee Meeting
for June 24, 1996
Item No. 487

The Development Plans Review Division has reviewed the subject zoning item. The "angled" parking arrangement is not acceptable and should be modified.

RWB:jrb

cc: File

ZONE14C



Maryland Department of Transportation
State Highway Administration

David L. Winstead
Secretary
Hal Kassoff
Administrator

Ms. Joyce Watson
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 487 (762)

Dear Ms. Watson:

This office has reviewed the referenced plan and we have no objection to approval as the development does not access a State roadway and is not effected by any State Highway Administration projects.

Please contact Bob Small at 410-545-5581 if you have any questions. Thank you for the opportunity to review this plan.

Very truly yours,

for Bob Small
Ronald Burns, Chief
Engineering Access Permits
Division

BS

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2268 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT

INTER-OFFICE CORRESPONDENCE

TO: PDM Roslyn Eubanks
FROM: R. Bruce Seeley
Permits and Development Review
DEPRM
SUBJECT: Zoning Advisory Committee
Meeting Date: 7/11/96

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee items:

Item #'s: 483
484
485
486
487
488
489

RBS:sp

BRUCE2/DEPRM/TXTSBP

Baltimore County Government
Fire Department

700 East Joppa Road
Towson, MD 21206-5500

Office of the Fire Marshal
(410) 887-4880

DATE: 06/20/96

Arnold Jablon
Director
Zoning Administration and
Development Management
Baltimore County Office Building
Towson, MD 21204
MAIL STOP-1103

RE: Property Owner: PARCEL A: LEROY E. WOLK & DANIEL KATZ, SURVIVING PARTNERS OF L&D PARTNERSHIP; PARCEL B: UNITED BOOK PRESS, INC.
Location: S/S WHITEHEAD RD. 530 1/2 W OF WOODLAWN DR. 1807 & 1815 WHITEHEAD RD.

Item No.: 487

Zoning Agency: VARIANCE

Settlement:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.

5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1991 edition prior to occupancy.

REVIEWER: LT. ROBERT P. SAUERKALD
Fire Marshal Office, PHONE 887-4881, MS-1102F

cc: File

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on Recycled Paper

PETITION PROBLEMS

#483 --- RT

1. No telephone number for legal owner.

#485 --- MJK

1. Only one legal owner signature on back of petition form.

#487 --- JLL

1. Need authorization for person signing for legal owner.

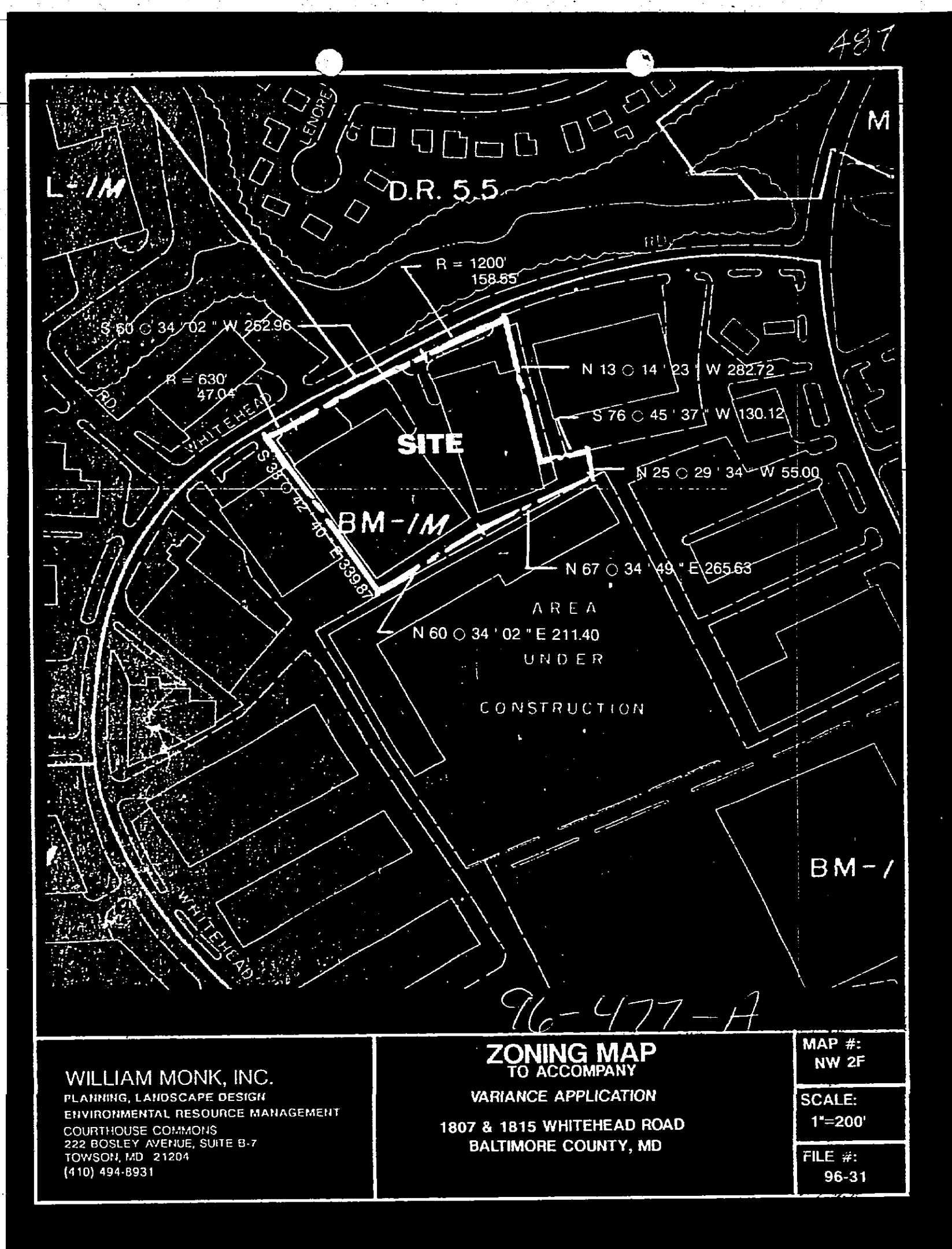
June 11, 1996

Peter Max Zimmerman

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME	ADDRESS
ANTHONY P. ALANWOOD, ESQ.	2 HOPKINS PLACE, BALT. MD 21201
James C. Dill	1607 WHITEHEAD RD BALT. MD 21207
John E. Dill	6711 Park Heights Ave. BALT. MD 21215
John E. Dill	4405 WOODBURY AVE BALT. MD 21204
Harold L. Alderman, Jr.	38111 Woodpark Ave #113 71264
BILL MONK	222 ROSLEY AVE
	SUITE C-6
	TOWSON, MD 21204



01/18/1996 10:08 410-298-5726 UNITED BOOK PRESS PAGE 02

between THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, hereinafter called the Landlord, having its principal place of business at 1285 Avenue of the Americas, New York, New York 10019.

and Monk Proco, Inc., hereinafter called the Tenant, 1815 Whitehead Road Woodlawn, Md. 21207 (Address).

Witnesseth:

That the Landlord, for and in consideration of the payment of the rentals, and performance of the covenants and agreements hereinafter mentioned, demises and leases unto the Tenant, and the latter does let from the former, the following described premises:

Location As more particularly shown by the single hatched portions of the plan annexed hereto as exhibit A and made a part hereof.

PETITIONER'S EXHIBIT 3

Use to be used by the Tenant as parking and entry road

Term and for no other purposes, for the term of Fifteen (15) years Beginning on the First day of April, 1991 and ending on the March day of 31, 1996

Base Rent at the base rental of Five Hundred Dollars (\$500.00) per annum

Commencement In advance, on the first day of each month, in each year during the term of this lease. Such payment to be made to P. O. Box 7674, Baltimore, Maryland 21207

The commencement date of this lease shall be as defined above, or on the date when the Tenant shall take possession of the demised premises, if said date is earlier than that defined above. In such event, the expiration of the term of this lease shall remain unchanged. In the event of Landlord's inability to tender possession of the demised premises and have same ready for occupancy at the commencement of the lease term, Landlord shall not be liable for any

PETITIONER'S EXHIBIT 6A

Baltimore County has a program designed to promote CAR POOLING. Attached is a Baltimore County form which describes the Program. If you think you can benefit from the Program, at your option, complete the application and return the same to Baltimore County.

Baltimore County has a program designed to promote CAR POOLING. Attached is a Baltimore County form which describes the Program. If you think you can benefit from the Program, at your option, complete the application and return the same to Baltimore County.

Baltimore County has a program designed to promote CAR POOLING. Attached is a Baltimore County form which describes the Program. If you think you can benefit from the Program, at your option, complete the application and return the same to Baltimore County.

Baltimore County has a program designed to promote CAR POOLING. Attached is a Baltimore County form which describes the Program. If you think you can benefit from the Program, at your option, complete the application and return the same to Baltimore County.

BY USING CARPOOLS, VANPOOLS, MTA BUSES, SUBWAY, LIGHT RAIL, OR MARC TRAINS TO GET TO WORK CAN SAVE:

STRESS

ENVIRONMENT

SEND TO:


COMMUTER ASSISTANCE
BALTIMORE COUNTY
401 ROSLEY AVENUE, SUITE B-7
TOWSON, MARYLAND 21204

YOUR EMPLOYER AND THE BALTIMORE COUNTY COMMUTER ASSISTANCE OFFICE WANT YOU TO KNOW ABOUT A FREE SERVICE AVAILABLE TO YOU

COURTHOUSE COMMONS
222 BOSLEY AVENUE
TOWSON, MD 21204
410-494-8931
FAX 410-494-9305


Wm. Monk, Inc.

WILLIAM MONK, INC.
SITE PLANNING/DESIGN • ZONING • DEVELOPMENT SERVICES



**NORTH SIDE
WHITEHEAD ROAD**

ADJACENT LAND USES




1817-19 WHITEHEAD ROAD

Wm. Monk, Inc.


WILLIAM MONK, INC.
SITE PLANNING/DESIGN • ZONING • DEVELOPMENT SERVICES

COURTHOUSE COMMONS
222 BOSLEY AVENUE
SUITE C-6
TOWSON, MD 21204
410-494-8931
FAX 410-494-9305

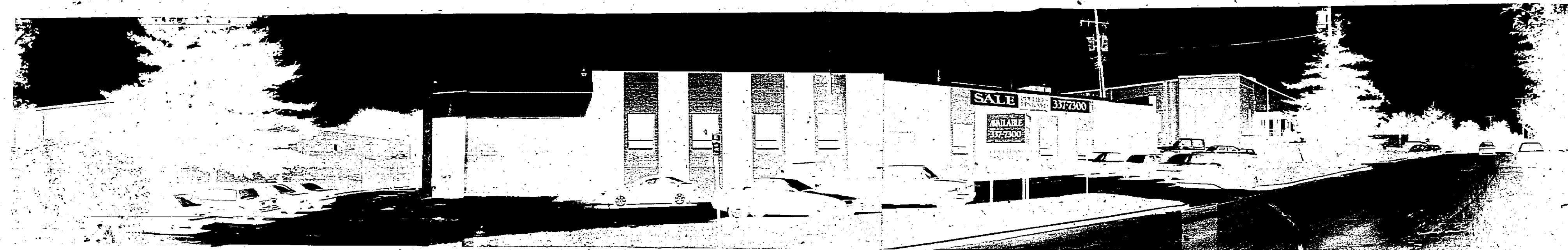
1807



1807-1815 WHITEHEAD ROAD CASE#96-477-A



1815



- NOTES
- 1) ZONING: IM (INDUSTRIAL, MAJOR)
 - 2) BUILDING SETBACKS: NOT APPLICABLE, NO USE CHANGE, NO NEW CONSTRUCTION, AIRCRAFTS OR EXTERNAL MODIFICATIONS ARE PERMITTED
 - 3) UTILITIES: SEWER, WATER, GAS
 - 4) ELECTION DISTRICT: 152
 - 5) CENSUS MAP: 152
 - 6) CENSUS TRACT: 152
 - 7) WATERSHED: 25
 - 8) SUBWATERSHED: 70
 - 9) MASS TRANSIT ADJUSTMENT: NA
 - 10) TO THE BEST OF OUR KNOWLEDGE, NO CRITICAL AREAS EXIST ON SITE
 - 11) OUTDOOR LIGHTING: WILL BE DIRECTED AWAY FROM ANY ADJACENT PROPERTIES
 - 12) HANDICAP RAMPS: AS SHOWN ON PLAN
 - 13) SIGNS: ALL SIGNS WILL BE IN CONFORMANCE WITH SECTION 413 BCZ
 - 14) PREVIOUS COMMERCIAL PERMIT: NONE AVAILABLE
 - 15) ZONING HEARINGS: NONE
 - 16) BOTH PROPERTIES (PARCELS A&B) WILL BE UNDER SINGLE OWNERSHIP AND CONTROL
 - 17) VARIANCES:
A) SECTION 233.3 (b) & 233.3 (c) TO PERMIT 32 AND 25 MANUFACTURING EMPLOYEES PER ESTABLISHMENT ON PARCELS A AND PARCELS B RESPECTIVELY IN LIEU OF THE MAXIMUM PERMITTED 25 PER ESTABLISHMENT AND TO APPROVE A MODIFIED PLAN
B) SECTION 409.6A (2A) TO PERMIT 47 PARKING SPACES FOR BOTH PARCELS COMBINED IN LIEU OF THE REQUIRED 56

	1815 WHITEHEAD RD. PARCEL A	1807 WHITEHEAD RD. PARCEL B
LOT AREA:		
Gross	1.42A	2.385A
Net	1.325A	1.909A
EXISTING USE:	VACANT (FORMERLY PRINTING/BOOK MANUFACTURING)	PRINTING/BOOK MANUFACTURING
PROPOSED USE:	PRINTING/BOOK MANUFACTURING	NO CHANGE
BUILDING AREA:	35,410 SQ. FT.	51,302 sq. ft.
BUILDING HEIGHT:	20'	24'
# FLOORS:	1	1
# EMPLOYEES ON LARGEST SHIFT		
ADMINISTRATION	3	16
MANUFACTURING	30*	55*
TOTAL	33	71
MAXIMUM # OF EMPLOYEES PERMITTED IN MANUFACTURING OPERATION	25	25
* VARIANCE REQUIRED - SEE NOTE 17 (A)		
PARKING:		
REQUIRED: (10 EMPLOYEES)	10	18
UNIMPOSED, FT. FOR OFFICE	15	12
PROVIDED:	20	30
TOTAL REQUIRED - 47*	10	37
* VARIANCE REQUIRED - SEE NOTE 17 (B)		
** ALL CONSTRUCTION OCCURRED PRIOR TO 1981		
SPECIAL HEARING:	NONE	NONE
SPECIAL EXCEPTION:	NONE	NONE
DEED REFERENCE:	6284-249 & 6108436	7634800
PROPERTY ACCOUNT #	102735130 & 110000332	10107000703
TAX MAP:	88	88
GRID:	10	19
PARCEL:	561 & 604	471
FLOOR AREA RATIO (BASED UPON GROSS LOT AREA)	0.56	0.53
BUILDING HEIGHT:	20'	24'

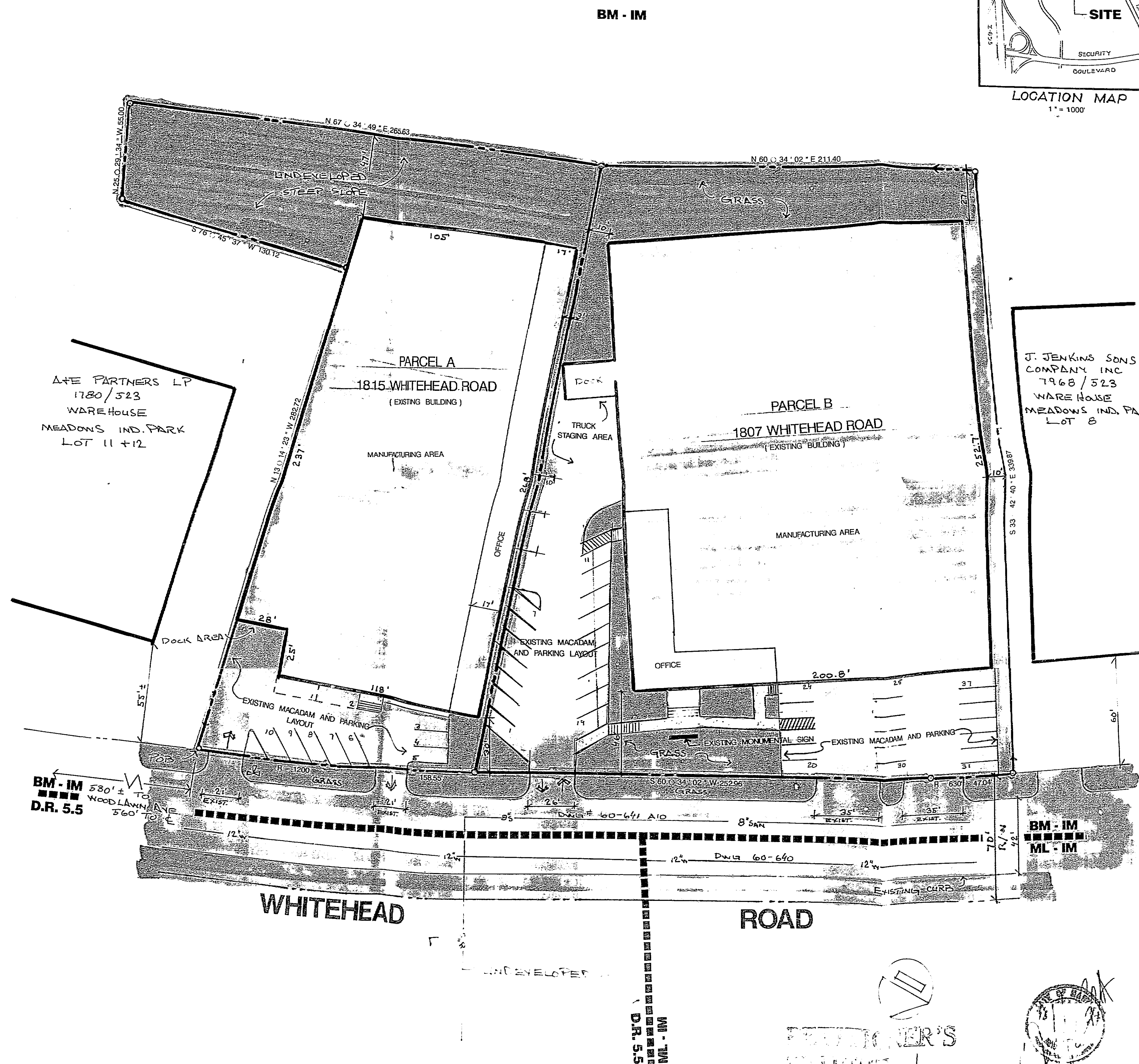
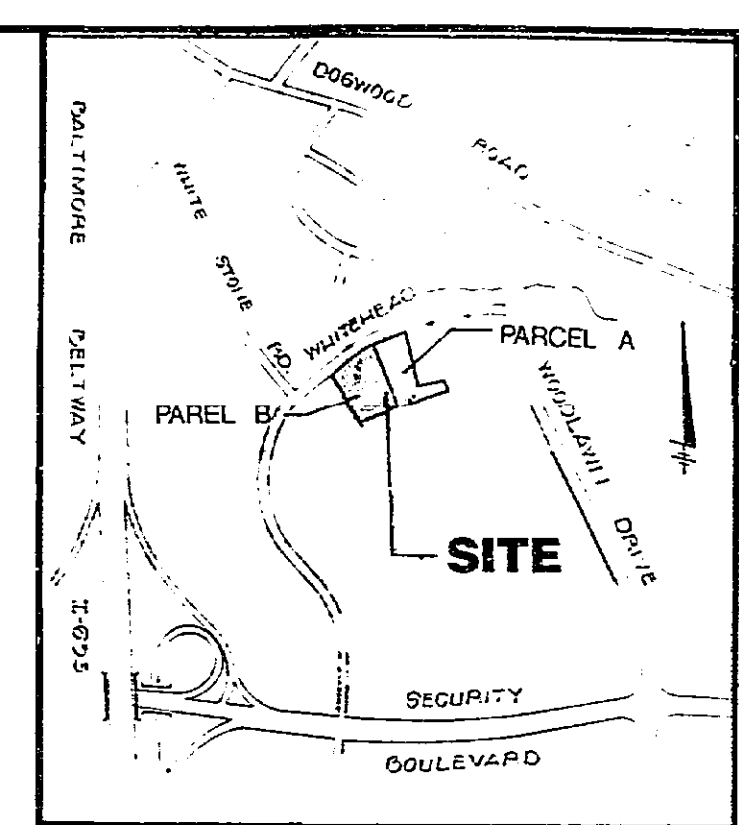
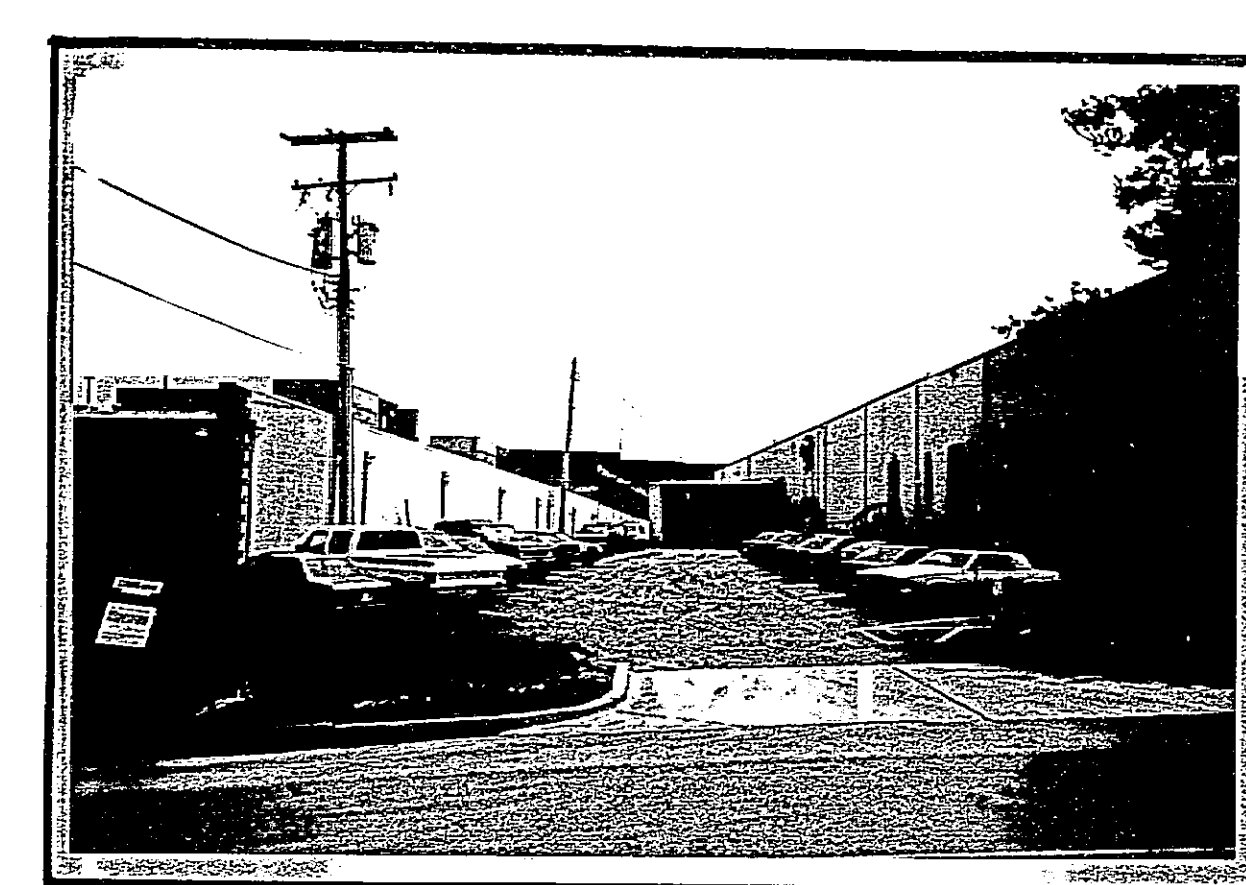


EXHIBIT 1

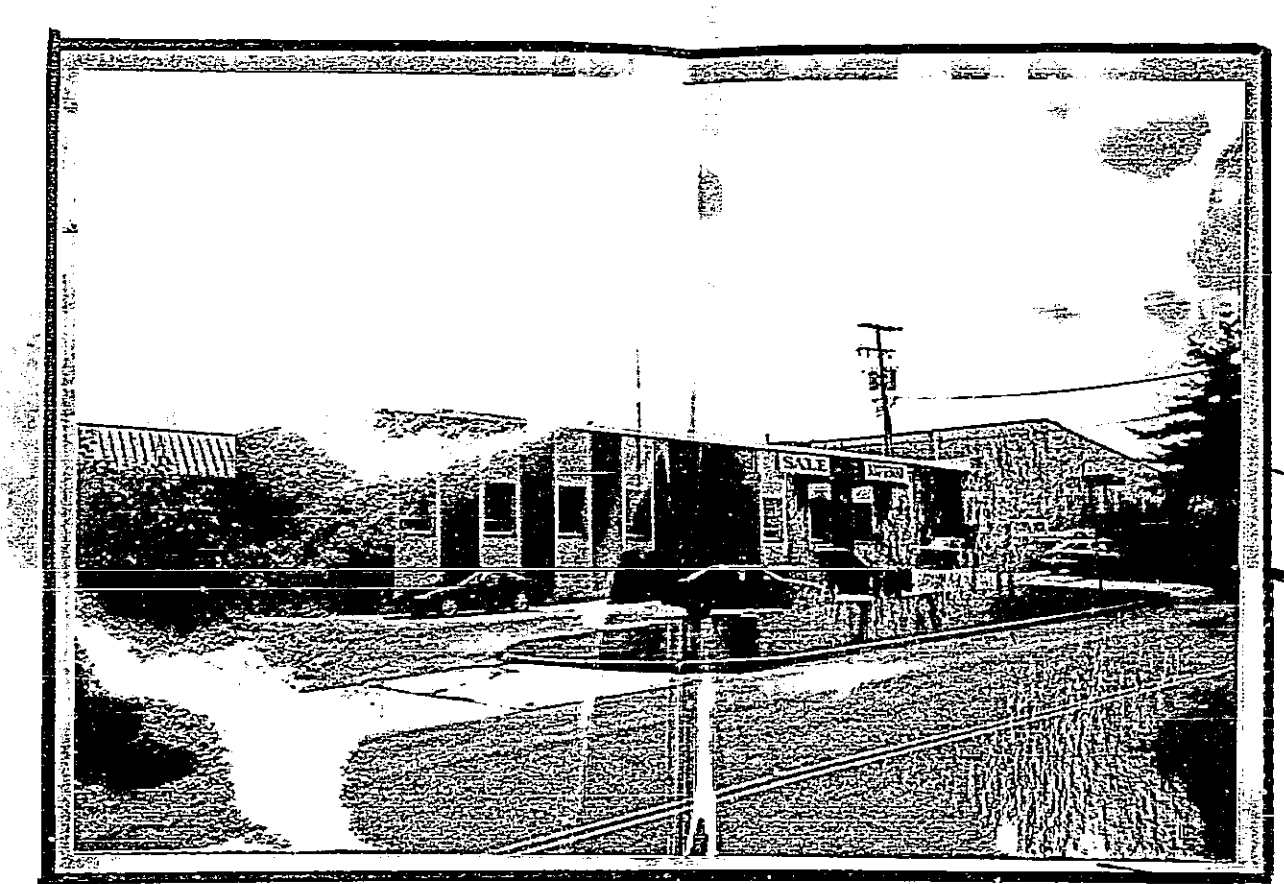
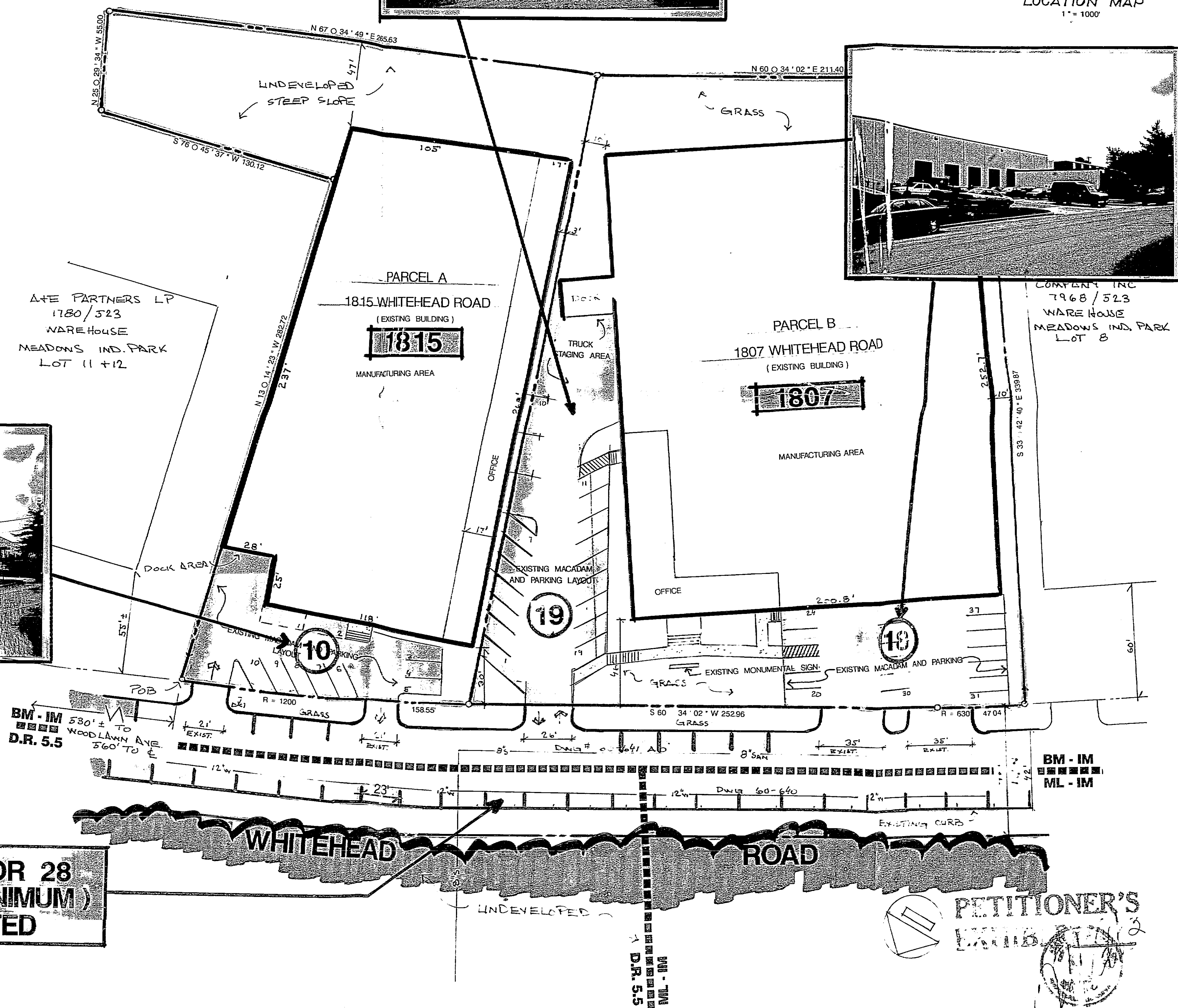
- NOTES:
- 1) ZONING: INDUSTRIAL MAJOR (IM2)
 - 2) BUILDING SETBACKS: NOT APPLICABLE. NO USE CHANGE. NO NEW CONSTRUCTION. ADDITIONS OR EXTERNAL MODIFICATIONS ARE PROHIBITED.
 - 3) UTILITIES: WATER, POWER, GAS, TELEPHONE.
 - 4) ELECTION DISTRICT: 152
 - 5) COMMUNITY DISTRICT: 252
 - 6) CENSUS TRACT: 401.22
 - 7) WATERSHED: 26
 - 8) SUBWATERSHED: 70
 - 9) MASS TRANSIT ADJUSTMENT: NA
 - 10) TO THE BEST OF OUR KNOWLEDGE, NO CRITICAL AREAS EXIST ON SITE.
 - 11) OUTDOOR LIGHTING: WILL BE DIRECTED AWAY FROM ANY ADJACENT PROPERTIES.
 - 12) HANDICAP RAMP: AS SHOWN ON PLAN.
 - 13) SIGNS: ALL SIGNS WILL BE IN CONFORMANCE WITH SECTION 413 B.C.Z.
 - 14) PREVIOUS COMMERCIAL PERMITS: NONE AVAILABLE.
 - 15) ZONING HEARINGS: NONE.
 - 16) BOTH PROPERTIES (PARCELS A & B) WILL BE UNDER SINGLE OWNERSHIP AND CONTROL.
 - 17) VARIANCES:
 - A) SECTION 213.3 (D) & 213.3 (C) TO PERMIT 28 AND 25 MANUFACTURING EMPLOYEES PER ESTABLISHMENT ON PARCEL A AND PARCEL B RESPECTIVELY IN LIEU OF THE MAXIMUM PERMITTED 25 PER ESTABLISHMENT AND TO APPROVE A MODIFIED PLAN.
 - B) SECTION 409.6A (2A3) TO PERMIT 47 PARKING SPACES FOR BOTH PARCELS COMBINED IN LIEU OF THE REQUIRED 55.

	1815 WHITEHEAD RD PARCEL A	1807 WHITEHEAD RD PARCEL B
LOT AREA:	2.42A 1.324A	2.205A 1.999A
EXISTING USE:	VACANT (FORMERLY PRINTING/BOOK MANUFACTURER)	PRINTING/BOOK MANUFACTURER
PROPOSED USE:	PRINTING/BOOK MANUFACTURER	NO CHANGE
BUILDING AREA:	35,430 SQ. FT.	51,302 SQ. FT.
BUILDING HEIGHT:	20'	24'
# FLOORS:	1	1
# EMPLOYEES ON LARGEST SHIFT:	3	16
ADMINISTRATION MANUFACTURING TOTAL:	33	33
MAXIMUM # OF EMPLOYEES PERMITTED IN MANUFACTURING OPERATION:	25	25
* VARIANCE REQUIRED - SEE NOTE 17 (A)		
PARKING:		
REQUIRED: (10 EMPLOYEES)	10	18
1000 SQ. FT. FOR OFFICE:	10	12
PROVIDED:	26	30
TOTAL REQUIRED - 55	10	37
TOTAL PROVIDED - 47*		
* VARIANCE REQUIRED - SEE NOTE 17 (B)		
** ALL CONSTRUCTION OCCURRED PRIOR TO 1981		
SPECIAL HEARING:	NONE	NONE
SPECIAL EXCEPTION:	NONE	NONE
DEED REFERENCE:	629-219 & 445455	7634800
PROPERTY ACCOUNT #	1012731339-A 1106002322	1010700763
TAX MAP:	88	88
GRID:	19	19
PARCEL:	561 & 604	471
FLOOR AREA RATIO (BASED UPON GROSS LOT AREA):	0.56	0.53
BUILDING HEIGHT:	20'	24'

EXISTING PARKING CONDITIONS



LOCATION MAP
1" = 1000'



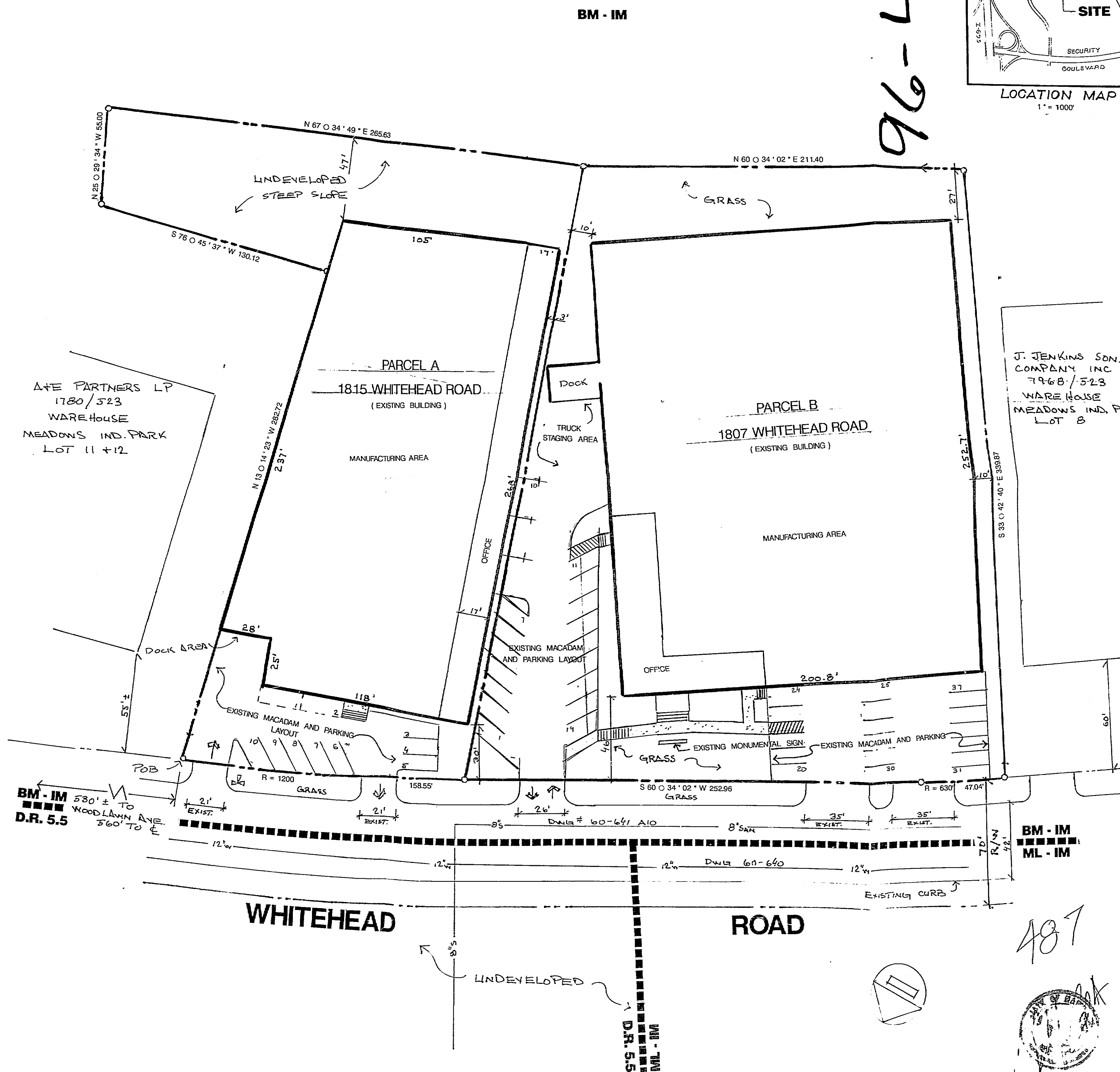
**ON STREET PARKING FOR 28 PASSENGER VEHICLES (MINIMUM)
NO TRUCKS PERMITTED**

PLAN TO ACCOMPANY VARIANCE HEARING
1807 AND 1815 WHITEHEAD ROAD
BALTIMORE COUNTY, MD.

WILLIAM MONK, INC.
PLANNING • LANDSCAPE DESIGN
COURTHOUSE COMMONS
700 N. EIGHTH STREET
TOWSON, MARYLAND 21204
(410) 484-8931

- NOTES:
- 1) ZONING: BM (BULKINESS, MAJOR INDUSTRIAL, MAJOR)
 - 2) BUILDING SETBACKS: NOT APPLICABLE. NO USE CHANGE. NO NEW CONSTRUCTION. ADDITIONS OR EXTERNAL MODIFICATIONS ARE PROHIBITED.
 - 3) UTILITIES: SEWER, PUBLIC WATER, P.U. 101
 - 4) ELECTION DISTRICT: 151
 - 5) CONGRESSIONAL DISTRICT: 2ND
 - 6) CENSUS TRACT: 4-11-22
 - 7) WATERSHED: 26
 - 8) SUBWATERSHED: 70
 - 9) MASS TRANSIT ADJUSTMENT: NA
 - 10) TO THE BEST OF OUR KNOWLEDGE, NO CRITICAL AREAS EXIST ON SITE.
 - 11) OUTDOOR LIGHTING: WILL BE DIRECTED AWAY FROM ANY ADJACENT PROPERTIES.
 - 12) HANDICAP RAMPS: AS SHOWN ON PLAN.
 - 13) SIGNS: ALL SIGNS WILL BE IN CONFORMANCE WITH SECTION 413 B.C.Z.
 - 14) PREVIOUS COMMERCIAL PERMIT: NONE AVAILABLE.
 - 15) ZONING HEARINGS: NONE.
 - 16) BOTH PROPERTIES (PARCELS A & B) WILL BE UNDER SINGLE OWNERSHIP AND CONTROL.
 - 17) VARIANCES:
 - A) SECTION 213.3 (B) & 213.3 (C) TO PERMIT 30 AND 55 MANUFACTURING EMPLOYEES PER ESTABLISHMENT ON PARCEL A AND PARCEL B RESPECTIVELY IN LIEU OF THE MAXIMUM PERMITTED 25 PER ESTABLISHMENT AND TO APPROVE A MODIFIED PLAN.
 - B) SECTION 409.6A (2.3) TO PERMIT 47 PARKING SPACES FOR BOTH PARCELS COMBINED IN LIEU OF THE REQUIRED 56.

LOT AREA:	1815 WHITEHEAD RD PARCEL A	1807 WHITEHEAD RD PARCEL B
OWN	1.424	2.264
NET	1.344	1.994
EXISTING USE:	VACANT (FORMERLY PRINTING/BOOK MANUFACTURER)	PRINTING/BOOK MANUFACTURER
PROPOSED USE:	PRINTING/BOOK MANUFACTURER	NO CHANGE
BUILDING AREA:	35,490 SQ. FT.	51,302 sq. ft.
BUILDING HEIGHT:	20'	24'
# FLOORS:	1	1
# EMPLOYEES ON LARGEST SHIFT:		
ADMINISTRATION	1	16
MANUFACTURING	30*	55*
TOTAL	31	71
MAXIMUM # OF EMPLOYEES PERMITTED IN MANUFACTURING OPERATION	25	25
* VARIANCE REQUIRED - SEE NOTE 17 (A)		
PARKING:		
REQUIRED: (10 EMPLOYEES)	16	18
1,000 SQ. FT. FOR OFFICE	16	12
PROVIDED:	10	37
TOTAL REQUIRED - 36		
TOTAL PROVIDED - 47		
* VARIANCE REQUIRED - SEE NOTE 17 (B)		
** ALL CONSTRUCTION OCCURRED PRIOR TO 1985		
SPECIAL HEARING:	NONE	NONE
SPECIAL EXCEPTION:	NONE	NONE
DEED REFERENCE:	6294-219 & 4024-056	7634-000
PROPERTY ACCOUNT #	1012751130 & 119000253	10107000163
TAX MAP	88	88
GRID	19	19
PARCEL	561 & 604	471
FLOOR AREA RATIO (BASED UPON GROSS LOT AREA)	0.56	0.53
BUILDING HEIGHT	20'	24'



PLAN TO ACCOMPANY VARIANCE HEARING 1807 AND 1815 WHITEHEAD ROAD BALTIMORE COUNTY, MD.

WILLIAM MONK, INC.
PLANNING • LANDSCAPE DESIGN

COURTHOUSE COMMONS
SUITE B-7
TOWSON, MARYLAND 21204
(410) 544-3411

DATE: 5-30-16
JOB NO: 96-31
SCALE: 1"=30'

ZONING MAP # NW 2 F

REVISIONS

